

03-29-1999



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OPR/FINANCE

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☐ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger
- ☐ Change of Name
- ☐ Other

Effective Date
Month Day Year
03 04 99

Conveying Party

☒ Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
03 04 99

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership
- ☐ Corporation ☒ Association
- ☐ Other
- ☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached.
(Designation must be a separate document from Assignment.)

03/26/1999 DNGUYEN 00000135 75236939

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 2625.00 OP
03 FC:998 10.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1869 FRAME: 0831

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(212) 735-2656

Name

Elaine D. Ziff, Esq.

Address (line 1)

Skadden, Arps, Slate, Meagher & Flom LLP

Address (line 2)

919 Third Avenue

Address (line 3)

New York, New York 10022

Address (line 4)

PagesEnter the total number of pages of the attached conveyance document
including any attachments.

#

165

Trademark Application Number(s) or Registration Number(s)☒ Mark if additional numbers attachedEnter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).**Trademark Application Number(s)****Registration Number(s)**

75236939

75433545

75504790

901315

914469

919121

75504661

75578723

75555439

965266

972063

1003855

75578642

75555225

75556437

1084351

1097025

1099039

Number of Properties

Enter the total number of properties involved.

#

116

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

2915.00

Method of Payment:

Enclosed ☒Deposit Account ☒

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

19-2385

Authorization to charge additional fees:

Yes

☒

No

☐**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Kristine Fyfe

Name of Person Signing

Signature

3/18/99

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☒ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Burger Chef Systems, Inc.

03 04 99

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization North Carolina

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

☒ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

75514861 75456275 75456541

75456422 75462270 74666839

75380184 75471489 75120819

75578642 75578723 75471487

75246246 75246247 75082248

74350278

Registration Number(s)

1137667 1112013 1475401

1137067 1151330 1247828

1332454 1297845 1297846

1456922 1277285 1383339

1400272 1475407 1481762

1424179 1631819 1765063

1963891 2079886 2074364

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party



Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name Carl's Jr. Region VIII, Inc.

03 04 99

Formerly



Individual



General Partnership



Limited Partnership



Corporation



Association



Other



Citizenship State of Incorporation/Organization

Delaware

Receiving Party

Enter Additional Receiving Party



Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code



Individual



General Partnership



Limited Partnership



If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)



Corporation



Association



Other



Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)



Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

2002665	2102008	2141498
2220433	1196483	1197032
1204103	1579300	1502383
1587008	1587005	1587006
1621466	1699290	1842523
1611652	1654439	1887627
1993502	1960908	1740694

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☒

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Carl Karcher Enterprises, Inc.

03 04 99

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization California

Receiving Party

Enter Additional Receiving Party

☐

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

☒

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1740694	1957006	2003565
1798317	1776896	1832980
2059379	1081417	1983185
1982828	1033161	1786899
741048	1729627	1774336
2055304	1825221	1758992
1872913	1880961	1126423

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☒

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name CBI Restaurants, Inc.

03 04 99

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization Delaware

Receiving Party

Enter Additional Receiving Party

☐

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

☐

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1924150	1856437	1862926
1843916	1801639	1934124
1998838	2074898	1757773
1716175	1833509	1932512
1923907	720772	1841937
1815228	758506	2095300
2037209		

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☒

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name Central Iowa Food Systems, Inc.

03 04 99

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization Iowa

Receiving Party

Enter Additional Receiving Party

☐

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

☐

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party



Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name Flagstar Enterprises, Inc.

03 04 99

Formerly



Individual



General Partnership



Limited Partnership



Corporation



Association



Other



Citizenship State of Incorporation/Organization

Alabama

Receiving Party

Enter Additional Receiving Party



Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code



Individual



General Partnership



Limited Partnership



If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)



Corporation



Association



Other



Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)



Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party



Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name Hardee's Food Systems, Inc.

03 04 99

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization North Carolina

Receiving Party

Enter Additional Receiving Party



Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)



Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☒

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name HED, Inc.

03 04 99

Formerly

☐

Individual

☐

General Partnership

☐

Limited Partnership

☒

Corporation

☐

Association

☐

Other

☒

Citizenship State of Incorporation/Organization

North Carolina

Receiving Party

Enter Additional Receiving Party

☐

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐

Individual

☐

General Partnership

☐

Limited Partnership

☐

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

☐

Corporation

☐

Association

☐

Other

☐

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

☐

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☒ Mark if additional names of conveying parties attached

Execution Date
Month Day Year
03 04 99

Name HFS Georgia, Inc.

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization Georgia

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☒ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Spardee's Realty, Inc.

03 04 99

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization Alabama

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

☐ Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☒

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Taco Bueno Restaurants, Inc.

03 04 99

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization Texas

Receiving Party

Enter Additional Receiving Party

☐

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

☐

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☒

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Taco Bueno Texas, L.P.

03 04 99

Formerly

☐

Individual

☐

General Partnership

☒

Limited Partnership

☐

Corporation

☐

Association

☐

Other

☒

Citizenship State of Incorporation/Organization

Texas

Receiving Party

Enter Additional Receiving Party

☐

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐

Individual

☐

General Partnership

☐

Limited Partnership

☐

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

☐

Corporation

☐

Association

☐

Other

☐

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

☐

Mark if additional numbers attached

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Trademark Application Number(s)

Registration Number(s)

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Taco Bueno West, Inc.

03 04 99

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization Delaware

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

☐ Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

**AMENDED AND RESTATED
SUBSIDIARY SECURITY AGREEMENT**

THIS AMENDED AND RESTATED SUBSIDIARY SECURITY AGREEMENT, dated as of March 4, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, this "Subsidiary Security Agreement"), is made by each of the parties listed on the signature pages hereof and those additional entities that hereafter become parties hereto by executing counterpart signature pages hereof (each a "Grantor" and collectively, "Grantors") in favor of Paribas, acting in its capacity as agent (the "Agent") for itself, and the lenders parties to the Credit Agreement referred to below and any Interest Rate Hedge Providers.

W I T N E S S E T H :

WHEREAS, CKE Restaurants, Inc. (the "Borrower") is entering into that certain Second Amended and Restated Credit Agreement, dated as of the date hereof with the Lenders (as defined therein) and the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders have agreed, subject to certain conditions precedent, to make loans and other financial accommodations to the Borrower from time to time;

WHEREAS, the Credit Agreement permits the Borrower to enter into certain Interest Rate Agreements (as defined in the Credit Agreement) with Interest Rate Hedge Providers (as defined in the Credit Agreement);

WHEREAS, each of the Grantors is a Subsidiary of the Borrower;

WHEREAS, each of the Grantors has entered into that certain Subsidiary Security Agreement, dated as of July 15, 1997, by the Grantors in favor of the Agent (as the same has been amended, restated, supplemented or otherwise modified prior to the date hereof, the "Original Subsidiary Security Agreement");

WHEREAS, subject to and upon the terms and conditions set forth herein, the parties hereto wish to amend and restate the Original Subsidiary Security

Agreement in the form of this Subsidiary Security Agreement and that this Subsidiary Security Agreement not constitute a novation thereof;

WHEREAS, Grantors expect to realize substantial direct and indirect benefits as a result of the Borrower entering into the Credit Agreement and the Interest Rate Agreements; and

WHEREAS, the execution and delivery of this Subsidiary Security Agreement is a condition precedent to the making of such loans and other financial accommodations.

NOW, THEREFORE, in consideration of the premises and of the direct and indirect benefits to be received by the Borrower and the Grantors and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Defined Terms. Unless otherwise defined herein, all terms defined in the UCC (as defined below) shall have the meanings assigned to them in the UCC. Capitalized terms used but not otherwise defined herein are used herein as defined in the Credit Agreement. As used herein, the following terms have the following meanings:

"Accounts" shall mean "accounts" as such term is defined in Section 9-106 of the UCC.

"Chattel Paper" shall mean "chattel paper" as such term is defined in Section 9-105(b) of the UCC.

"Collateral" shall have the meaning assigned to it in Article II hereof.

"Collateral Account" shall mean an account (which may be a securities account) maintained pursuant to this Subsidiary Security Agreement by the Agent, entitled "Paribas as Agent and as secured party under the CKE Subsidiary

Security Agreement", and all funds and instruments or other items from time to time credited to such account and all interest thereon.

"Collateral Records" shall mean books, records, computer software, computer printouts, customer lists, blueprints, technical specifications, manuals, and similar items which relate to any Collateral.

"Contracts" shall mean the following: the Supply Contracts, the Copyright Licenses, Patent Licenses, Trademark Licenses and Trade Secret Licenses, as any of the same may from time to time be amended, supplemented or otherwise modified.

"Copyright Licenses" shall mean all of each Grantor's right, title, and interest in and to any and all agreements providing for the granting of any right in or to Copyrights (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Item B of Schedule V.

"Copyrights" shall mean all of each Grantor's right, title, and interest in and to all United States and foreign copyrights, whether registered or unregistered, now or hereafter in force throughout the world, all registrations and applications therefor including, without limitation, the registrations and applications referred to in Item A of Schedule V, all rights corresponding thereto throughout the world, all extensions and renewals of any of the foregoing, the right to sue for past infringements of any of the foregoing, and all licenses, royalties, income and payments with respect thereto, claims, damages and proceeds of suit.

"General Intangibles" shall mean "general intangibles" as such term is defined in Section 9-106 of the UCC, including, without limitation and whether or not constituting "general intangibles" as such term is defined in Section 9-106 of the UCC, rights to the payment of money (other than Accounts), Trademarks, Trade Secrets, Copyrights, Patents, and contracts, including, without limitation, Contracts, licenses including, without limitation, Copyright Licenses, Patent Licenses, Trademark Licenses, and Trade Secret Licenses, and franchises, limited and general partnership interests and joint venture interests, interests in limited and general partnership agreements and joint venture agreements, to the extent classified as a "general intangible" under the UCC under any applicable law, distributions on certificated securities (as defined in Section 8-102(1)(a) of the UCC) and uncertificated securities (as defined in Section 8-102(1)(b) of the UCC), computer programs and other computer software, inventions, designs, goodwill, proprietary rights, customer lists, sup-

plier contracts, sale orders, correspondence, advertising materials, payments due in connection with any requisition, confiscation, condemnation, seizure or forfeiture of any property, reversionary interests in pension and profit-sharing plans and reversionary, beneficial and residual interests in trusts, credits with and other claims against any Person, any customer lists and any medium or form in which such lists are kept including, without limitation, computer disks, tapes or files and any books or records, together with any collateral for any of the foregoing and the rights under any security agreement granting a security interest in such collateral; provided that "General Intangibles" shall not include any leases of real property.

"Instrument" shall mean "instrument" as such term is defined in Section 9-105(i) of the UCC.

"Intellectual Property Collateral" shall mean, collectively, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks, the Trademark Licenses, the Trade Secrets, and the Trade Secret Licenses.

"Material Contract" shall mean any Contract which provides for payments to or by any Grantor which payments, in the aggregate with all other payments under such contract owing to or by the Borrower or any Subsidiary of the Borrower, exceed \$1,000,000 per year.

"Obligations" means, as to each Grantor, all obligations of such Grantor under the Guaranty including, without limitation, all obligations of such Grantor pursuant to Section 1 of the Guaranty.

"Patent Licenses" means all of each Grantor's right, title, and interest in and to any and all agreements providing for the granting of any right in or to Patents (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Item D of Schedule V.

"Patents" means all of each Grantor's right, title, and interest in and to all United States and foreign patents and applications for letters patent throughout the world, including, but not limited to each patent and patent application referred to in Item C of Schedule V, all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights corresponding thereto throughout the world, and all licenses, royalties, income and payments with respect thereto, claims, damages and proceeds of suit and the right to sue for past infringements of any of the foregoing.

"Permitted Liens" means Liens permitted to be created, incurred or to exist pursuant to Section 7.3 of the Credit Agreement.

"Proceeds" shall mean "proceeds" as such term is defined in Section 9-306(1) of the UCC.

"Secured Parties" shall mean the collective reference to the Agent and each Lender under the Credit Agreement and any Interest Rate Hedge Provider, and "Secured Party" shall refer to any of the Secured Parties.

"Supply Contracts" means (A) (i) the Supply Agreement dated as of July 14, 1997 among Hardee's Food Systems, Inc. and Fast Food Merchandisers, Inc., through its Forest City Division, (ii) the Supply Agreement dated as of July 14, 1997 among Hardee's Food Systems, Inc. and Fast Food Merchandisers, Inc., through its Monterey Division, (iii) the Supply Agreement dated as of July 15, 1997 among Hardee's Food Systems, Inc. and QVS, Inc., and (iv) the Distribution Agreement dated as of July 15, 1997 among Hardee's Food Systems, Inc., the Borrower and Fast Food Merchandisers, Inc., and (B) (i) the Distribution Agreement dated September 8, 1995 by and between Meadowbrook Meat Company and Flagstar Enterprises, Inc. ("Flagstar") and (ii) the Purchase Agreement dated September 27, 1996, by and between Flagstar and Siméus Foods International, Inc., as each such agreement may be amended, restated, supplemented or otherwise modified from time to time.

"Trademark Licenses" shall mean all of each Grantor's right, title, and interest in and to any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including, without limitation, all Franchise Agreements and each agreement referred to in Item F of Schedule V.

"Trademarks" shall mean all of each Grantor's right, title, and interest in and to all United States, state, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, without limitation, the registrations and applications referred to in Item E of Schedule V, all extensions or renewals of any of the foregoing; all of the goodwill of the business connected with the use of and symbolized by the foregoing; the right to sue for past infringement or dilution of

any of the foregoing or for any injury to goodwill, and all licenses, royalties, income and payments with respect thereto, claims, damages and proceeds of suit.

"Trade Secret Licenses" shall mean all of each Grantor's right, title and interest in and to any and all payments providing for the granting of any right in or to Trade Secrets (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Item G of Schedule V.

"Trade Secrets" shall mean all of each Grantor's right, title, and interest in and to trade secrets and all other confidential or proprietary information and know-how now or hereafter owned or used in, or contemplated at any time for use in, the business of such Grantor whether or not the same has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way thereto, the right to sue for past infringement thereof, and all licenses, royalties, income and payments with respect thereto, claims, damages and proceeds of suit.

"UCC" shall mean the Uniform Commercial Code as in effect on the date hereof in the State of Illinois.

ARTICLE II

GRANT OF SECURITY INTERESTS AND PLEDGE

As security for the prompt and complete payment and performance in full of all the Obligations, each Grantor hereby confirms its pledge and grants to the Agent for the benefit of itself, the Lenders and any Interest Rate Hedge Providers by each such Grantor pursuant to the Original Subsidiary Security Agreement, and hereby assigns, pledges and transfers to the Agent for itself and the benefit of the Secured Parties, equally and ratably in proportion to the total Obligations owing at any time to the Agent, and the Lenders and the Interest Rate Hedge Providers, and grants to the Agent for itself and the benefit of the Secured Parties, equally and ratably in proportion to the total Obligations owing at any time to the Agent, the Lenders and the Interest Rate Hedge Providers, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case, whether now owned or existing or hereafter acquired or arising, and wherever located (all of which being hereinafter collectively called the "Collateral"):

- (a) all Accounts, (b) all General Intangibles, (c) all Collateral Records, (d) the

Collateral Account, and (e) all other intangible personal property of such Grantor, and all accessions and additions to, substitutions and replacements for, and all Proceeds of, any or all of the foregoing.

Notwithstanding anything in this Subsidiary Security Agreement to the contrary, with respect to each item of Collateral constituting an agreement, license, permit or other instrument of any Grantor (other than (i) Franchise Agreements with respect to which such Grantor is a party as a franchisor or licensor, (ii) other Contracts entered into on or after July 12, 1997 and (iii) joint venture or partnership agreements or limited liability company agreements which represent Investments which do not constitute Immaterial Subsidiaries or Immaterial Investments), such item shall be subject to the security interest created hereby only to the extent that the granting of such security interest does not, under the terms of such agreement, license, permit or other instrument, or as provided by law, cause any default under such agreement, license, permit or other instrument or the loss of any material right of the Grantor thereunder; provided, however, that in no event shall the foregoing be construed to exclude from the security interest created by this Subsidiary Security Agreement, Proceeds of any such agreement, license, permit or other instrument of any Grantor or any accounts receivable or the right to payments due or to become due any Grantor under any such agreement or other instrument.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Each Grantor hereby represents and warrants to the Agent and the Secured Parties, which representations and warranties shall survive execution and delivery of this Subsidiary Security Agreement, as follows:

Section 3.1 Validity, Perfection and Priority. (a) The security interests in the Collateral granted to the Agent for itself and the ratable benefit of the Secured Parties hereunder constitute valid and continuing security interests in the Collateral.

(b) (i) Upon the filing of financing statements naming such Grantor as "debtor" and the Agent as "secured party" and describing the Collateral pledged by such Grantor in the filing offices set forth on Schedule I hereto and (ii) to the extent not subject to Article 9 of the UCC, upon the recordation of the security

interests granted hereunder in Patents, Trademarks and Copyrights in the applicable patent, trademark, and copyright registries, and the registration of all Copyrights, the security interests in the Collateral granted by such Grantor to the Agent for itself and the benefit of the Secured Parties hereunder will constitute perfected security interests therein superior and prior to all liens, rights or claims of all other Persons other than Permitted Liens.

Section 3.2 No Liens; Other Financing Statements.

(a) Except for the pledge and security interest granted to the Agent for itself and the benefit of the Secured Parties hereunder, such Grantor owns and, as to all Collateral pledged by it, whether now existing or hereafter acquired, will continue to own each item of such Collateral free and clear of any and all Liens (other than Permitted Liens), rights or claims of all other Persons, and such Grantor shall defend the Collateral against all claims and demands of all Persons at any time claiming the same or any interest therein adverse to the Agent or the Secured Parties.

(b) No financing statement or other evidence of any Lien covering or purporting to cover any of the Collateral pledged by such Grantor is on file in any public office other than (i) financing statements filed or to be filed in connection with the security interests granted to the Agent for the benefit of itself and the Secured Parties, (ii) financing statements for which proper, executed termination statements have been delivered to the Agent for filing or which have been terminated by operation of the Uniform Commercial Code in effect in the applicable state and (iii) financing statements filed in connection with Permitted Liens.

Section 3.3 Chief Executive Office. Such Grantor's chief executive office is disclosed on Schedule IV hereto. The originals of the Collateral Records of such Grantor are located at the locations identified on Schedule II as such or at the chief executive office of such Grantor. All Contracts of such Grantor are maintained at, and controlled and directed (including, without limitation, for general accounting purposes) from the chief executive office of such Grantor or the offices identified on Schedule III as such.

Section 3.4 Contracts.

(a) Each Contract pledged by such Grantor (i) is the legal, valid, and binding obligation of each of the parties thereto, (ii) is enforceable against each party thereto in accordance with its terms, (iii) is in full force and effect and is

not subject to any setoffs, defenses, taxes, counterclaims or other claims, nor have any of the foregoing been asserted or alleged as to any such Contract, and (iv) is in compliance with all applicable laws, whether federal, state, local or foreign.

(b) No consent or authorization or filing with or other act of any governmental authority is required in connection with the execution, delivery, performance, validity or enforceability of any Contract pledged by such Grantor by any party thereto other than those which have been duly obtained, made or performed, are in full force and effect and do not subject the scope of any such Contract to any material adverse limitation, either specific or general in nature.

(c) As of the Closing Date, neither such Grantor nor to the best knowledge of such Grantor, any other party to any Contract pledged by such Grantor is in default in the performance or observance of any of the material terms thereof.

(d) Such Grantor has delivered to the Agent a complete and correct copy of each Material Contract pledged by such Grantor, including all amendments, supplements and other modifications thereto.

(e) No party to any Contract pledged by such Grantor is the United States government or an instrumentality thereof.

(f) Except for the Contracts listed on Schedule VI hereto, no (i) Franchise Agreement with respect to which such Grantor is a party as a franchisor or licensor, (ii) other Contract entered into on or after July 12, 1997 or (iii) joint venture or partnership agreement or limited liability company agreement which represents an Investment which does not constitute an Immaterial Subsidiary or an Immaterial Investment, prohibits assignment or the grant of a security interest therein or in any of the rights or obligations thereunder to the Agent or requires or purports to require consent of or notice to any Person in connection with the assignment hereunder or with the grant of a security interest therein or in any of the rights or obligations thereunder except for those which have been obtained on or before the date hereof.

Section 3.5 Tradenames; Prior Names. The only names under which such Grantor is conducting business as of the date hereof or has conducted business during the last five years are as set forth on Schedule IV.

Section 3.6 Intellectual Property Collateral. Except as disclosed in Item H of Schedule V, as of the date hereof:

(a) all Intellectual Property Collateral of such Grantor which is material to its business is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and such Grantor has performed all acts and has paid all renewal, maintenance, and other fees and taxes required to maintain each and every registration and application for Intellectual Property Collateral pledged by such Grantor in full force and effect;

(b) to the best of such Grantor's knowledge, all Intellectual Property Collateral pledged by it is valid and enforceable; no holding, decision, or judgment has been rendered in any action or proceeding before any court or administrative authority challenging the validity of, such Grantor's right to register, or such Grantor's rights to own or use, any such Intellectual Property Collateral and no such action or proceeding is pending or, to the best of such Grantor's knowledge, threatened;

(c) all registrations and applications for Copyrights, Patents and Trademarks pledged by such Grantor are standing in the name of such Grantor, and none of the Trademarks, Patents, Copyrights or Trade Secrets included in the Collateral pledged by such Grantor has been licensed by such Grantor to any affiliate or third party, except as disclosed in Items B, D, F, or G of Schedule V;

(d) such Grantor has been using appropriate statutory notice of registration in connection with its use of registered Trademarks, proper marking practices in connection with the use of Patents, and appropriate notice of copyright in connection with the publication of Copyrights material to its business;

(e) such Grantor uses adequate standards of quality in the manufacture, distribution, and sale of all products sold and in the provision of all services rendered under or in connection with all material Trademarks included in the Collateral pledged by it and has taken all action necessary to ensure that all licensees of the material Trademarks included in the Collateral owned by such Grantor use adequate standards of quality;

(f) Schedule V sets forth a true and accurate list of (i) all Patent Licenses, Trademark Licenses and Copyright Licenses to which such Grantor is a party which are material to the business of any Loan Party and (ii) all United

States, state and foreign registrations of and applications for Patents, Trademarks, and Copyrights owned by such Grantor;

(g) such Grantor is the sole and exclusive beneficial and record owner of the entire right, title, and interest in and to all Intellectual Property Collateral pledged by it and listed on Schedule V, and owns or has the valid right to use all such other Intellectual Property Collateral used in or necessary to conduct its business, free and clear of all Liens, claims and encumbrances, licenses, except for Permitted Liens and the licenses set forth on Schedule V items B, D, F and G;

(h) to the best of such Grantor's knowledge, the conduct of its business does not infringe upon any trademark, patent, copyright, trade secret or similar intellectual property right owned or controlled by a third party; no claim has been made or, to the best of such Grantor's knowledge, threatened, against such Grantor that the use of any Intellectual Property Collateral owned or used by it (or any of its respective licensees) violates the rights of any third party;

(i) to the best of such Grantor's knowledge, no third party is infringing upon any Intellectual Property Collateral owned or used by it;

(j) no settlement or consents, covenants not to sue, non-assertion assurances, or releases have been entered into by such Grantor or to which such Grantor is bound that adversely affect its rights to own or use any Intellectual Property Collateral pledged by it; and

(k) such Grantor has not made a previous assignment, sale, transfer, or agreement constituting a present or future assignment sale, transfer, of any Intellectual Property Collateral pledged by it that has not been terminated or released. There is no effective financing statement or other document or instrument now executed, or on file or recorded in any public office, granting a security interest in or otherwise encumbering any part of such Intellectual Property Collateral, other than in favor of the Agent or in favor of the holder of any Permitted Lien.

Section 3.7 Partnership Interests. No interest owned by such Grantor in any limited or general partnership or in any joint venture or any limited liability company (a) is evidenced by a certificate, (b) is evidenced by a credit to a securities account, (c) is dealt in or traded on a securities exchange or in a securities market, (d) by its terms expressly provides that it is a security governed by Article 8 of the Uniform Commercial Code in effect in the State of Illinois, the jurisdiction of

formation of the Issuer and any other applicable jurisdiction (collectively, the "Applicable UCC"), (e) is an investment company security, (f) is held in a securities account or (g) constitutes a "security" or a "financial asset" as such terms are defined in Article 8 of the Applicable UCC, and such Grantor has never received a certificate as evidence of any such interest.

Section 3.8 Instruments; Chattel Paper. No payments due such Grantor under any Account or General Intangible pledged by such Grantor are evidenced by any Instrument or Chattel Paper which has not been delivered to the Agent.

ARTICLE IV

COVENANTS

Each Grantor covenants and agrees with the Agent and the Secured Parties that, from and after the date of this Subsidiary Security Agreement until all the Obligations have been indefeasibly paid in full and the Revolving Loan Commitments and all Letters of Credit shall have expired or been terminated:

Section 4.1 Further Assurances.

(a) At any time and from time to time, upon the request of the Agent, and at the sole expense of such Grantor, such Grantor will promptly and duly execute and deliver any and all such further instruments, endorsements, powers of attorney and other documents, make such filings, give such notices and take such further action as the Agent may reasonably deem necessary in obtaining the full benefits of this Subsidiary Security Agreement and of the rights, remedies and powers herein granted, including, without limitation, the following:

(i) the filing of any financing statements, in form acceptable to the Agent under the Uniform Commercial Code in effect in any jurisdiction with respect to the Liens and security interests granted hereby. Such Grantor also hereby authorizes the Agent to file any such financing statement without the signature of such Grantor to the extent permitted by applicable law. A photocopy or other reproduction of this Subsidiary Security Agreement shall be sufficient as a financing statement and may be filed in lieu of the orig-

inal to the extent permitted by applicable law. Such Grantor will pay or reimburse the Agent for all filing fees and related expenses;

(ii) the recordation of appropriate evidence of the liens and security interest granted hereunder in the Intellectual Property Collateral pledged by such Grantor with any intellectual property registry in which said Intellectual Property Collateral is registered or in which an application for registration is pending including, without limitation, the United States Patent and Trademark Office, the United States Copyright Office, the various state and foreign counterparts of any of the foregoing, and the registration of material copyrights in the U.S. Copyright Office;

(iii) the making or reimbursement of the Agent for making all searches deemed necessary by the Agent to establish and determine the priority of the security interests of the Agent or to determine the presence or priority of other secured parties; and

(iv) furnishing to the Agent from time to time statements and schedules further identifying and describing the Collateral pledged by such Grantor and such other reports in connection with such Collateral as the Agent may reasonably request, all in reasonable detail and in form satisfactory to the Agent.

Section 4.2 Change of Chief Executive Office. Such Grantor will not move its chief executive office except to such new location as it may establish in accordance with the last sentence of this Section. The originals of all Collateral Records of such Grantor will continue to be kept at such chief executive office or at the locations identified on Schedule II as such, or at such new locations as it may establish in accordance with the last sentence of this Section. All Contracts of such Grantor will continue to be maintained at, and controlled and directed (including, without limitation, for general accounting purposes) from, a location identified as such on Schedule III, or such new locations as such Grantor may establish in accordance with the last sentence of this Section. Such Grantor shall not establish a new location for its chief executive office or such activities (or move any such activities from the location listed in Schedules II or III therefor) until (i) it shall have given to the Agent not less than 30 days' prior written notice of its intention to do so, clearly describing such new location and providing such other information in connection therewith as the Agent may reasonably request, and (ii) with respect to such new

location, it shall have taken all action satisfactory to the Agent as the Agent may reasonably request to maintain the security interest of the Agent in the Collateral pledged by such Grantor intended to be granted hereby at all times fully perfected with the same or better priority and in full force and effect.

Section 4.3 Change of Name; Identity or Corporate Structure. Such Grantor shall not change its name or conduct any significant portion of its business under any new tradenames, identity or corporate structure until (i) it shall have given to the Agent not less than 30 days' prior written notice of its intention to do so, clearly describing such new name, identity or corporate structure or such new tradename and providing such other information in connection therewith as the Agent may reasonably request, and (ii) with respect to such new name, identity or corporate structure or such new tradename, it shall have taken all action satisfactory to the Agent as the Agent may reasonably request to maintain the security interest of the Agent in the Collateral pledged by such Grantor intended to be granted hereby at all times fully perfected with the same or better priority and in full force and effect.

Section 4.4 Maintain and Mark Records. Such Grantor will keep and maintain at its own cost and expense satisfactory and complete records of the Collateral pledged by it, including, but not limited to, the originals of all documentation with respect to all Contracts of such Grantor and records of all payments received and all credits granted on such Contracts and all other dealings therewith.

Section 4.5 Right of Inspection. The Agent shall at all times have full and free access, upon reasonable notice and during normal business hours, to all the books, correspondence and records of such Grantor, and the Agent and its representatives may examine the same, take extracts therefrom and make photocopies thereof, and such Grantor agrees to render to the Agent, at such Grantor's cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto. The Agent and its representatives shall, upon reasonable notice and at such reasonable times as the Agent may desire, also have the right to enter and inspect any Restaurant or other property of such Grantor for the purpose of inspecting the same, observing its use or otherwise protecting its interests therein; provided that if an Event of Default shall have occurred and be continuing, the Agent and its representatives may exercise such rights without notice at any time or times.

Section 4.6 Contracts. Such Grantor shall (a) if an Event of Default shall have occurred and be continuing, one Business Day after the day it shall give any material notice to any Person under any of the Material Contracts pledged by it,

deliver a copy of such notice to the Agent, and whenever it shall receive any material notice from any Person under or relating to any of such Material Contracts, promptly deliver a copy thereof to the Agent; (b) not at any time exercise or assert any right of cancellation or termination reserved to it under any of the Contracts pledged by it, or amend or modify any of the material terms of any of such Contracts or any other term, or waive any of its rights or remedies under any such Contract if the making of any such assertion of any such right of cancellation or termination or any such amendment, modification or waiver could, individually or in the aggregate with all other such assertions of rights of cancellation or termination, amendments, modifications or waivers, reasonably be expected to result in a Material Adverse Effect, without the prior written consent of the Agent; (c) compromise or settle any dispute, claim or legal proceeding with respect to any Contract pledged by it in any manner which could, individually or in the aggregate with all other such compromises or settlements, reasonably be expected to result in a Material Adverse Effect, without the prior written consent of the Agent; (d) not enter into any Contract, document, Franchise Agreement or other agreement with respect to which such Grantor is the franchisor or licensor under such agreement, or any amendment to any such Contract, document, Franchise Agreement or other agreement which in any case would require the consent of any Person for, or restrict or limit the ability of, such Grantor to assign or to grant a security interest therein or in any of the rights or obligations thereunder to the Agent for the benefit of the Secured Parties; and (e) prior to entering into any joint venture, partnership or limited liability company permitted by the Credit Agreement, use its best efforts to have the terms of such joint venture, partnership or limited liability company not require the consent of any Person for, or restrict or limit the ability of, such Grantor to assign or to grant a security interest in the Grantor's interests in such joint venture, partnership or limited liability company to the Agent for the benefit of the Secured Parties. Such Grantor shall promptly and diligently exercise each material right it may have under each Material Contract pledged by it (except the right of termination). Such Grantor shall deliver to the Agent a copy of each Material Contract entered into after the date hereof by such Grantor promptly upon such Grantor entering into each such Material Contract. Upon the occurrence of any Event of Default, such Grantor shall establish such lock-box arrangements for the collection of payments under Contracts as the Agent may require in its sole discretion. If such Grantor shall make any material amendment or other modification to the form of any Franchise Agreement with respect to which such Grantor is the franchisor or licensor used by such Grantor in its business (each, a "Form Franchise Agreement"), or if such Grantor commences using a Form Franchise Agreement different than the representative Form Franchise Agreement provided to the Agent on the Closing Date pursuant to Section 4.1(x) of the Credit

Agreement, then such Grantor shall provide a copy of each such amendment, modification or new Form Franchise Agreement to the Agent promptly upon entering into any such amendment or modification or adoption of such new Form Franchise Agreement; provided that in no event will any Grantor use any Form Franchise Agreement which will, or amend any such Form Franchise Agreement to, require the consent of any Person for, or restrict or limit the ability of, such Grantor to assign or grant a security interest therein or in any of the rights or obligations thereunder.

Section 4.7 No Impairment. Such Grantor will not take or permit to be taken any action which could impair the Agent's or any Secured Party's rights in the Collateral pledged by such Grantor.

Section 4.8 Notice. Such Grantor will advise the Agent and the Secured Parties promptly, in reasonable detail, in accordance with the provisions hereof (a) of any Lien (other than Permitted Liens) on, or claim asserted against, any of the Collateral pledged by it and (b) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of such Collateral or any material component thereof or on the Liens created hereunder.

Section 4.9 Performance by the Agent of Grantors' Obligations; Reimbursement. If such Grantor fails to perform or comply with any of its agreements contained herein, the Agent may, without notice to or consent by such Grantor, perform or comply or cause performance or compliance therewith and the reasonable expenses of the Agent incurred in connection with such performance or compliance, together with interest thereon at a rate per annum equal to 2% above the Base Rate, shall be payable by such Grantor to the Agent on demand and such reimbursement obligation shall be secured hereby.

Section 4.10 Negative Pledge. Such Grantor will not create, incur or permit to exist any pledge of or any Lien or claim on or to any of the Collateral pledged by it, and will defend such Collateral against, and will take such other action as is necessary to remove, any Lien or claim on or to any of such Collateral, other than the liens created hereby and other than Permitted Liens, and such Grantor will defend the right, title and interest of the Agent and the other Secured Parties against the claims and demands of all Persons whomsoever other than holders of Permitted Liens on such Collateral entitled to priority therein under applicable law, and such Grantor shall not sign any financing statement with respect to any Collateral pledged

by it unless the Agent is listed as secured party thereon other than with respect to Permitted Liens.

Section 4.11 Intellectual Property.

(a) Such Grantor shall not do any act or omit to do any act whereby any of the Intellectual Property Collateral which is material to its business may lapse, or become abandoned, dedicated to the public, or unenforceable, or which would adversely affect the validity, grant, or enforceability of the security interest granted therein except as permitted by the Credit Agreement in connection with an Asset Disposition permitted pursuant to Section 7.5 thereof.

(b) Such Grantor shall not, with respect to any Trademarks which are material to its business, cease the use of any of such Trademarks or fail to maintain the level of the quality of products sold and services rendered by such Grantor under any of such Trademark at a level at least substantially consistent with the quality of such products and services as of the date hereof, and such Grantor shall take all steps necessary to ensure that licensees of such Trademarks use such consistent standards of quality;

(c) Such Grantor shall, within thirty (30) days of the creation or acquisition of any copyrightable work which is material to its business, apply to register the Copyright in the United States Copyright Office.

(d) Such Grantor shall promptly notify the Agent if it knows or receives notice that any item of the Intellectual Property Collateral that is material to its business may become (a) abandoned or dedicated to the public or placed in the public domain, (b) invalid or unenforceable, or (c) subject to any adverse determination or development (including the institution of proceedings) in any action or proceeding in the United States Patent and Trademark Office, the United States Copyright Office, any state registry, any foreign counterpart of the foregoing, or any court.

(e) Such Grantor shall take all reasonable steps in the United States Patent and Trademark Office, the United States Copyright Office, any state registry or any foreign counterpart of the foregoing, to pursue any application and maintain any registration of each Trademark, Patent, and Copyright owned by such Grantor and material to its business which is now or shall become included in the Intellectual Property Collateral pledged by such Grantor, including, but not limited to, those items on Schedule V Items A, C and E.

(f) In the event that any Intellectual Property Collateral owned by or licensed to such Grantor and material to its business is infringed, misappropriated, or diluted by a third party, such Grantor shall promptly take all reasonable actions to stop such infringement, misappropriation, or dilution and protect its exclusive rights in such Intellectual Property Collateral including, but not limited to, the initiation of a suit for injunctive relief and to recover damages.

(g) Such Grantor shall promptly (but in no event more than thirty (30) days after it obtains knowledge thereof) report to the Agent (i) the filing of any application to register any Intellectual Property Collateral with the United States Patent and Trademark Office, the United States Copyright Office, or any state registry or foreign counterpart of the foregoing (whether such application is filed by such Grantor or through any agent, employee, licensee, or designee thereof) and (ii) the registration of any Intellectual Property Collateral by any such office. Such Grantor hereby authorizes the Agent to modify this Subsidiary Security Agreement by amending Schedule V and will otherwise cooperate with the Agent in effecting any such amendment to include any item of the Intellectual Property Collateral which shall become part of the Intellectual Property Collateral pledged by it after the date hereof.

(h) Such Grantor shall, promptly upon the reasonable request of the Agent, execute and deliver to the Agent any document required to acknowledge, confirm, register, record, or perfect the Agent's interest in any part of the Intellectual Property Collateral pledged by it, whether now owned or hereafter acquired, including, but not limited to, one or more Patent, Trademark, and Copyright Security Agreements in a form reasonably acceptable to the Agent and suitable for filing in the United States Patent and Trademark Office and the United States Copyright Office, as applicable.

(i) Except with the prior consent of the Agent or as permitted under the Credit Agreement, such Grantor will not execute, and there will not be on file in any public office, any financing statement or other document or instruments, except financing statements or other documents or instruments filed or to be filed in favor of the Agent and such Grantor will not sell, assign, transfer, license, grant any option, or create or suffer to exist any Lien upon or with respect to the Intellectual Property Collateral pledged by it, except for the Lien created by and under this Subsidiary Security Agreement and the other Loan Documents.

Section 4.12 Partnership Interests. Such Grantor will not at any time permit any interest owned by it in any limited or general partnership or any joint venture or limited liability company to (a) be evidenced by a certificate, (b) be dealt in or traded on a securities exchange or in a securities market, (c) by its terms expressly provide that it is a security governed by Article 8 of the Uniform Commercial Code in effect in the State of Illinois, the jurisdiction of formation of the Issuer and any other applicable jurisdiction, (d) be an investment company security, (e) be held in a securities account or (f) constitute a "security" or a "financial asset" as such terms are defined in Article 8 of the Applicable UCC.

ARTICLE V

SPECIAL PROVISIONS REGARDING CONTRACTS

Section 5.1 Grantor Remains Liable under Contracts. Anything herein to the contrary notwithstanding (including, without limitation, the grant of any rights to the Agent), each Grantor shall remain liable under each of the Contracts pledged by it to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise to each such Contract. Neither the Agent nor any Secured Party shall have any obligation or liability under any Contract by reason of or arising out of this Subsidiary Security Agreement or the receipt by the Agent or any of the Secured Parties of any payment relating to such Contract pursuant hereto, nor shall the Agent or any of the Secured Parties be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Contract, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Contract, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

Section 5.2 Notice to Contracting Parties. If an Event of Default shall have occurred and be continuing, the Agent shall have the right, at its option, to, and, upon the request of the Agent the Grantors shall, notify all other parties to the Contracts and Accounts of this Subsidiary Security Agreement and that the Contracts and Accounts have been assigned to the Agent, and that payments in respect thereof shall be made directly to the Agent or as the Agent otherwise directs. At any time, if an Event of Default shall have occurred and be continuing, the Agent may in

its own name or in the name of others communicate with parties to Contracts and Account debtors to verify with them to its satisfaction the existence, amount and terms of any Contracts and Accounts, respectively.

Section 5.3 Collections on Accounts and Contracts. At any time that an Event of Default shall have occurred and be continuing, the Agent may, at any time, itself, or by its agents, collect all Accounts and amounts owing to any Grantor under Contracts. If required by the Agent at any time after an Event of Default shall have occurred and be continuing, any payments of Accounts and Contracts, when collected by the Grantors, shall be forthwith (and, in any event, within two Business Days) delivered by the Grantors to the Agent in the exact form received, duly indorsed by the Grantors to the Agent if requested, for deposit in the Collateral Account, and, until so turned over, shall be held by the Grantors in trust for the Agent and the Secured Parties, segregated from other funds of the Grantors. All Proceeds, while held by the Agent (or by the Grantors in trust for the Agent and the Secured Parties) shall continue to be Collateral securing all of the Obligations and shall not constitute payment thereof until applied as hereinafter provided.

ARTICLE VI

COLLATERAL ACCOUNT

Section 6.1 Collateral Account. If an Event of Default shall have occurred and be continuing, there shall be established with the Agent the Collateral Account. The Collateral Account shall be under the sole and exclusive dominion and control of the Agent, and the Grantors shall have no rights with respect to the Collateral Account except as specifically set forth below with regard to determination of the nature of investments to be made with amounts credited to the Collateral Account. Without limiting the generality of the foregoing, the Grantors shall have no right of withdrawal or transfer from the Collateral Account.

Section 6.2 Deposit of Proceeds. If an Event of Default shall have occurred and be continuing, there shall be deposited in the Collateral Account from time to time the cash proceeds (as defined in Section 9-306(1) of the UCC) of any of the Collateral required to be delivered to the Agent pursuant hereto. All amounts and investments and other items credited to the Collateral Account from time to time shall constitute Collateral hereunder and shall not constitute payment of the Obligations until applied as hereinafter provided. At any time following the occurrence and

during the continuance of any Event of Default, the Agent may in its discretion apply or cause to be applied (subject to collection) the balance from time to time outstanding to the credit of the Collateral Account to the payment of the Obligations in the manner specified herein.

ARTICLE VII

POWER OF ATTORNEY

Each Grantor hereby irrevocably constitutes and appoints the Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, from time to time in the Agent's discretion, for the purpose of carrying out the terms of this Subsidiary Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Subsidiary Security Agreement.

The Grantors hereby ratify all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

ARTICLE VIII

REMEDIES

Section 8.1 Rights and Remedies Generally. Each of the Agent and each Secured Party shall have all the rights of a secured party under the Uniform Commercial Code as in effect from time to time in the State of Illinois, shall have all rights now or hereafter existing under all other applicable laws and all the rights set forth in this Subsidiary Security Agreement and all the rights set forth with respect to the Collateral or this Subsidiary Security Agreement in any other agreement between the parties.

Section 8.2 Contracts.

(a) If any Event of Default shall occur and be continuing, the Agent shall have the right to (i) assert, either directly or on behalf of any of the Grantors, any claims any of the Grantors may have, from time to time, against any party with respect to any Contract as the Agent may deem proper, (ii) receive and collect any amounts due to the Grantors in respect of any Contract, and to apply all such amounts to the Obligations in such manner as the Agent shall determine, and/or (iii) succeed to each of the Grantor's interest in any of the Contracts without in any way waiving such Event of Default, without notice to any Grantor and without regard to the adequacy of the security for the indebtedness secured hereby, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and in its own name exercise any remedy or enforce any rights of any Grantor under any Contract.

(b) If an Event of Default shall occur and be continuing, (i) the Agent may instruct the obligor or obligors on any obligation owing or purporting to be owed to any Grantor constituting the Collateral to make any payment required by the terms of such obligation directly to the Agent; (ii) the Agent shall have the right from time to time to modify (including, without limitation, to extend the time for payment or arrange for payment in installments) or waive rights under any such obligation and to compromise or settle counterclaims or setoffs with the obligor under any such obligation; and (iii) any and all of such proceeds of such collections paid to the Agent, or any part thereof, (after deduction of the Agent's reasonable expenses of collection, including, without limitation, reasonable attorneys' fees and disbursements) may, in the sole discretion of the Agent, be held by the Agent in the Collateral Account as Collateral hereunder and/or then or at any time or from time to time thereafter, be applied by the Agent against the Obligations (whether matured or unmatured) as set forth in Section 7.3 hereof.

Section 8.3 Proceeds.

(a) If an Event of Default shall occur and be continuing, (i) all Proceeds received by any of the Grantors consisting of cash, checks and other near-cash items shall be held by each such Grantor in trust for the Agent and the other Secured Parties, segregated from other funds of each such Grantor in a separate deposit account containing only Proceeds, and shall forthwith, upon receipt by each such Grantor, be turned over to the Agent in the same form received by each such Grantor (appropriately indorsed or assigned by each such Grantor to the order of the Agent or in such other manner as shall be satisfactory to the Agent) and (ii) any and all such Proceeds received by the Agent (whether from each such Grantor or other-

wise), or any part thereof, may, in the sole discretion of the Agent, be held by the Agent as Collateral hereunder and/or then or at any time or from time to time thereafter be applied by the Agent against the Obligations (whether matured or unmatured), as set forth below.

(b) The proceeds received by the Agent in respect of any sale of, collection from or other realization upon all or any part of the Collateral shall be applied, together with any other sums held by the Agent pursuant to this Subsidiary Security Agreement, by the Agent to the Obligations in such order as may be required by the Credit Agreement or, to the extent not specified therein, as the Agent may determine.

Section 8.4 Recourse. The Grantors shall remain liable for any deficiency if application by the Agent of the Collateral to the Obligations is insufficient to satisfy the Obligations. The Grantors shall also be liable for all reasonable expenses of the Agent incurred in connection with collecting such deficiency, including, without limitation, the fees and disbursements of any attorneys employed by the Agent to collect such deficiency.

Section 8.5 Expenses; Attorneys' Fees. The Grantors shall reimburse the Agent for all its reasonable expenses in connection with the exercise of its rights hereunder, which shall include all reasonable attorneys' fees and legal expenses of the Agent. All such expenses shall be secured hereby.

Section 8.6 Limitation on Duties Regarding Preservation of Collateral.

(a) The Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as the Agent deals with similar property for its own account.

(b) The Agent shall have no obligation to take any steps to preserve rights against prior parties to any Collateral.

(c) Neither the Agent nor any of its employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or otherwise.

Section 8.7 Waiver of Claims. Except as otherwise provided in this Subsidiary Security Agreement, **EACH GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NOTICE AND JUDICIAL HEARING IN CONNECTION WITH THE AGENT'S TAKING POSSESSION OR THE AGENT'S DISPOSITION OF ANY OF THE COLLATERAL, INCLUDING, WITHOUT LIMITATION, ANY AND ALL PRIOR NOTICE AND HEARING FOR ANY PREJUDGMENT REMEDY OR REMEDIES AND ANY SUCH RIGHT WHICH SUCH GRANTOR WOULD OTHERWISE HAVE UNDER THE CONSTITUTION OR ANY STATUTE OF THE UNITED STATES OR OF ANY STATE**, and each Grantor hereby further waives, to the extent permitted by law:

(a) all damages occasioned by such taking of possession except any damages which are incurred solely by reason of the Agent's gross negligence or willful misconduct as finally determined by a court of competent jurisdiction;

(b) all other requirements as to the time, place and terms of sale or other requirements with respect to the enforcement of the Agent's and the other Secured Parties' rights hereunder;

(c) demand of performance or other demand, notice of intent to demand or accelerate, notice of acceleration, presentment, protest, advertisement or notice of any kind to or upon such Grantor or any other Person; and

(d) all rights of redemption, appraisalment, valuation, diligence, stay, extension or moratorium now or hereafter in force under any applicable law in order to hinder, prevent or delay the enforcement of this Subsidiary Security Agreement or the absolute sale of the Collateral or any portion thereof and such Grantor, for itself and all who may claim under it, insofar as it or they now or hereafter lawfully may, hereby waives the benefit of all such laws.

Section 8.8 Intellectual Property Collateral License. Solely for the purpose of enabling the Agent to exercise rights and remedies under this Article VIII and at such time as the Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Agent for itself and the benefit of the Secured Parties, an irrevocable, non-exclusive worldwide license (exercisable without payment of royalty or other compensation to such Grantor), subject, in the case of Trademarks, to sufficient rights to quality control and inspection in favor of such

Grantor to avoid invalidation of said Trademarks, to use, operate under, export, sell, license, or sublicense any Intellectual Property Collateral now owned or hereafter acquired by such Grantor.

Section 8.9 Discontinuance of Proceedings. In case the Agent shall have instituted any proceeding to enforce any right, power or remedy under this Subsidiary Security Agreement by foreclosure, sale, entry or otherwise, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Agent, then and in every such case the Grantors and the Agent and the Secured Parties shall be returned to their former positions and rights hereunder with respect to the Collateral subject to the security interest created under this Subsidiary Security Agreement, and all rights, remedies and powers of the Agent shall continue as if no such proceeding had been instituted.

ARTICLE IX

INDEMNITY

Section 9.1 Indemnity.

(a) Each Grantor jointly and severally agrees to indemnify, reimburse and hold the Agent and each Secured Party, and their respective Affiliates, officers, directors, employees, representatives and agents (hereinafter in this Section referred to individually as "Indemnatee" and collectively as "Indemnitees") harmless from any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses or disbursements (including reasonable attorneys' fees and expenses) (for the purposes of this Section the foregoing are collectively called "expenses") for whatsoever kind or nature which may be imposed on, asserted against or incurred by any of the Indemnitees in any way relating to or arising out of this Subsidiary Security Agreement or the documents executed in connection herewith or in any other way connected with the administration of the transactions contemplated hereby or the enforcement of any of the terms of or the preservation of any rights hereunder, or in any way relating to or arising out of the manufacture, ownership, ordering, purchase, delivery, control, acceptance, lease, financing, possession, operation, condition, sale, return or other disposition or use of the Collateral (including, without limitation, latent or other defects, whether or not discoverable), the violation of the laws of any country, state or other governmental body or unit, any tort (including, without limitation, claims arising or imposed under

the doctrine of strict liability, or for or on account of injury to or the death of any Person (including any Indemnatee), or for property damage) or any contract claim; provided that no Indemnatee shall be indemnified pursuant to this Section for expenses to the extent caused by the gross negligence or wilful misconduct as finally determined by a court of competent jurisdiction of such Indemnatee.

(b) Without limiting the application of clause (a) of this Section, each Grantor jointly and severally agrees to pay, or reimburse the Agent for any and all reasonable fees, costs and expenses of whatever kind or nature incurred in connection with the creation, preservation or protection of the Agent's Liens on, and security interest in, the Collateral pledged by it, including, without limitation, all fees and taxes in connection with the recording or filing of instruments and documents in public offices, payment or discharge of any taxes or Liens upon or in respect of such Collateral, premiums for insurance with respect to such Collateral and all other reasonable fees, costs and expenses in connection with protecting, maintaining or preserving such Collateral and the Agent's interest therein, whether through judicial proceedings or otherwise, or in defending or prosecuting any actions, suits or proceedings arising out of or relating to such Collateral.

(c) Without limiting the application of clauses (a) or (b) of this Section, each Grantor jointly and severally agrees to pay, indemnify and hold each Indemnatee harmless from and against any expenses which such Indemnatee may suffer, expend or incur in consequence of or growing out of any misrepresentation by such Grantor in this Subsidiary Security Agreement or in any statement or writing contemplated by or made or delivered pursuant to or in connection with this Subsidiary Security Agreement.

(d) If and to the extent that the obligations of such Grantor under this Section are unenforceable for any reason, such Grantor hereby agrees to make the maximum contribution to the payment and satisfaction of such obligations which is permissible under applicable law.

Section 9.2 Indemnity Obligations Secured by Collateral; Survival. Any amounts paid by any Indemnatee as to which such Indemnatee has the right to reimbursement shall constitute Obligations secured by the Collateral. The indemnity obligations of the Grantors contained in this Article shall continue in full force and effect notwithstanding the full payment and performance of the Obligations and notwithstanding the discharge thereof.

ARTICLE X

MISCELLANEOUS

Section 10.1 Right of Setoff. In addition to any rights now or hereafter granted under applicable law or otherwise, and not by way of limitation of any such rights, upon the occurrence and during the continuance of an Event of Default, the Agent is hereby authorized at any time or from time to time, without presentment, demand, protest or other notice of any kind to any Grantor or to any other Person, any such notice being hereby expressly waived, to set off and to appropriate and apply any and all deposits (general or special, time or demand, provisional or final, and including, without limitation, the Accounts) and any other indebtedness at any time held or owing by the Agent to or for the credit or the account of any Grantor against and on account of the Obligations, irrespective of whether or not the Agent shall have made any demand hereunder or under the Guaranty and although said Obligations, liabilities or claims, or any of them, shall be contingent or unmatured.

Section 10.2 Subrogation and Contribution. Until the Obligations have been paid indefeasibly in full and the Revolving Loan Commitments and all Letters of Credit under the Credit Agreement have been terminated or have expired, each Grantor irrevocably waives any and all rights to which it may be entitled, by operation of law or otherwise, upon making any payment hereunder (i) to be subrogated to the rights of the Agent against any Loan Party with respect to such payment or otherwise to be reimbursed, indemnified or exonerated by any Loan Party in respect thereof or (ii) to receive any payment, in the nature of contribution or for any other reason, from any Loan Party with respect to such payment. If any amount shall be paid to any Grantor in violation of the preceding sentence and the Obligations shall not have been paid in cash in full and the Revolving Loan Commitments and Letters of Credit have not been terminated, such amount shall be deemed to have been paid to such Grantor for the benefit of, and held in trust for, the Agent, the Lenders and any Interest Rate Hedge Providers, and shall forthwith be paid to the Agent to be credited and applied to the Obligations, whether matured or unmatured. Each Grantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by the Credit Agreement and the Interest Rate Agreements and that the waiver set forth in this Section is knowingly made in contemplation of such benefits.

Section 10.3 Waiver. To the extent permitted by applicable law, the each Grantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Obligations and this Subsidiary Security Agreement and any requirement that the Agent protect, secure, perfect or insure any security interest or any property subject thereto or exhaust any right or take any action against such Grantor or any other person or entity.

Section 10.4 Termination; Release. When the Obligations have been indefeasibly paid and performed in full and the Revolving Loan Commitments and all Letters of Credit shall have expired or been terminated, this Subsidiary Security Agreement shall terminate, and the Agent, at the request and sole expense of the Grantors, will execute and deliver to the Grantors the proper instruments (including Uniform Commercial Code termination statements) acknowledging the termination of this Subsidiary Security Agreement, and will duly assign, transfer and deliver to the Grantors, without recourse, representation or warranty of any kind whatsoever, such of the Collateral as may be in possession of the Agent and has not theretofore been disposed of, applied or released.

Section 10.5 Joinder. Any other Person may become a Grantor under and become bound by the terms and provisions hereof by executing and delivering to the Agent a counterpart signature page hereto substantially in the form of Appendix I hereto and each such Person shall upon execution and delivery of such counterpart signature page hereto deliver to the Administrative Agent (i) such information and documentation as the Agent may reasonably request regarding, among other things, the due organization, valid existence and good standing of such Person and its authority and ability to execute and deliver such counterpart signature page and to perform its obligations under this Subsidiary Security Agreement and (ii) a certificate evidencing information for such Person with respect to the Schedules hereto executed by an Authorized Officer of such Person (which information shall, with the consent of the Agent, be deemed to supplement the Schedules hereto).

Section 10.6 Notices. All notices and other communications provided for hereunder shall be given to the respective parties hereto at the addresses specified on the signature page hereto and in the manner specified in the Credit Agreement.

Section 10.7 Successors and Assigns. This Subsidiary Security Agreement shall be binding upon and inure to the benefit of the each Grantor, the Secured Parties, all future holders of the Obligations and each of their respective

successors and assigns, except that no Grantor may assign or transfer any of its rights or obligations under this Subsidiary Security Agreement without the prior written consent of the Agent and each other Secured Party.

Section 10.8 Waivers and Amendments. None of the terms or provisions of this Subsidiary Security Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 10 of the Credit Agreement, and any such waiver shall apply only with respect to the particular subject of such waiver and only for the time specified in such waiver.

Section 10.9 No Waiver; Remedies Cumulative. No failure or delay on the part of the Agent in exercising any right, power or privilege hereunder, and no course of dealing between any Grantor and the Agent or any Secured Party, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Agent of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy that the Agent would otherwise have on any future occasion. The rights and remedies herein expressly provided are cumulative and may be exercised singly or concurrently and as often and in such order as the Agent deems expedient and are not exclusive of any rights or remedies that the Agent would otherwise have, whether by security agreement or now or hereafter existing under applicable law. No notice to or demand on any Grantor in any case shall entitle such Grantor to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Agent to any other or future action in any circumstances without notice or demand.

Section 10.10 Headings Descriptive. The headings of the several sections and subsections of this Subsidiary Security Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Subsidiary Security Agreement.

Section 10.11 Marshalling. Neither the Agent nor any Secured Party shall be under any obligation to marshal any assets in favor of any Grantor or any other Person or against or in payment of any or all of the Obligations.

Section 10.12 Severability. In case any provision in or obligation under this Subsidiary Security Agreement or the Obligations shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the

remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

Section 10.13 Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and coupled with an interest.

Section 10.14 Effectiveness. This Subsidiary Security Agreement shall become effective as to any given party as of the time of such party's execution and delivery of a counterpart hereof, without regard to the execution and delivery hereof by any other party or Person.

Section 10.15 Limitation of Liability. No claim may be made by any Grantor or any other Person against the Agent or any Secured Party or the Affiliates, directors, officers, employees, attorneys or agent of any of them for any special, indirect, consequential or punitive damages in respect of any claim for breach of contract or any other theory of liability arising out of or related to the transactions contemplated by this Subsidiary Security Agreement or any other Transactions, or any act, omission or event occurring in connection therewith; and each Grantor hereby waives, releases and agrees not to sue upon any claim for any such damages, whether or not accrued and whether or not known or suspected to exist in its favor and such Grantor agrees to notify the Agent and each Secured Party, as applicable, of any such claim promptly upon learning of any such claim.

Section 10.16 **GOVERNING LAW; SUBMISSION TO JURISDICTION**. THIS SUBSIDIARY SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS (WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAW). ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS SUBSIDIARY SECURITY AGREEMENT AND ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF ILLINOIS OR OF THE UNITED STATES OF AMERICA FOR THE NORTHERN DISTRICT OF ILLINOIS, AND, BY EXECUTION AND DELIVERY OF THIS SUBSIDIARY SECURITY AGREEMENT, EACH GRANTOR HEREBY CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE JURISDICTION OF THE AFORESAID COURTS SOLELY FOR THE PURPOSE OF ADJUDICATING ITS RIGHTS WITH

RESPECT TO THIS SUBSIDIARY SECURITY AGREEMENT OR ANY DOCUMENT RELATED HERETO. EACH GRANTOR HEREBY IRREVOCABLY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS IN RESPECT OF THIS SUBSIDIARY SECURITY AGREEMENT OR ANY DOCUMENT RELATED HERETO. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE AGENT OR ANY SECURED PARTY TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY GRANTOR IN ANY OTHER JURISDICTION.

Section 10.17 WAIVER OF TRIAL BY JURY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY LITIGATION, ACTION, PROCEEDING OR COUNTERCLAIM BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS SUBSIDIARY SECURITY AGREEMENT OR ANY MATTER ARISING HEREUNDER.

Section 10.18 Counterparts. This Subsidiary Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

Section 10.19 Loan Document. This Subsidiary Security Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

Section 10.20 The Agent. Paribas has been appointed the Agent of the Lenders hereunder pursuant to Section 9 of the Credit Agreement, and the Agent has agreed to act (and any successor Agent shall act) as such hereunder only on the express conditions contained in such Section 9. Any successor Agent appointed

pursuant to Section 9.9 of the Credit Agreement shall be entitled to all the rights, interests and benefits of the Agent hereunder.

Section 10.21 References. Unless otherwise expressly specified herein, all references to "Article," "Section," or "Schedule" shall mean articles and sections of, and schedules to, this Subsidiary Security Agreement.

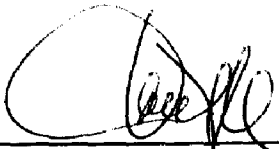
IN WITNESS WHEREOF, the parties hereto have caused this
Subsidiary Security Agreement to be duly executed and delivered as of the date first
above written.

Address for all Guarantors:


401 W. Carl Karcher Way
Anaheim, CA 92801

Attn: General Counsel
Telephone: (714) 774-5796
Telecopy: (714) 520-4485


BOSTON PACIFIC, INC.

By: 
Name: Carl A. Strunk
Title: Executive Vice President

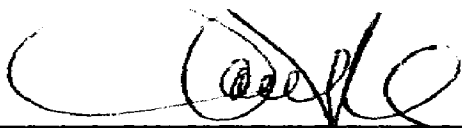
BURGER CHEF SYSTEMS, INC.

By: 
Name: Carl A. Strunk
Title: Executive Vice President


CARL'S JR. REGION VIII, INC.

By: 
Name: Carl A. Strunk
Title: Executive Vice President


CARL KARCHER ENTERPRISES, INC.

By: 
Name: Carl A. Strunk
Title: Executive Vice President


CBI RESTAURANTS, INC.

By: 
Name: Carl A. Strunk
Title: Executive Vice President

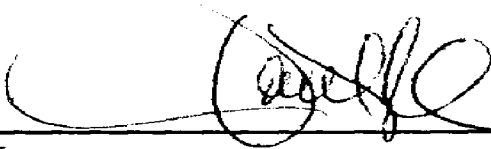
CENTRAL IOWA FOOD SYSTEMS, INC.

By: 
Name: Carl A. Strunk
Title: Executive Vice President

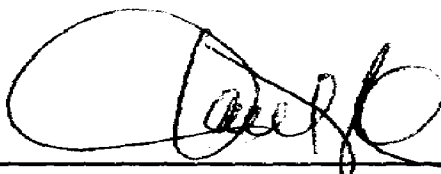
FLAGSTAR ENTERPRISES, INC.

By: 
Name:
Title:

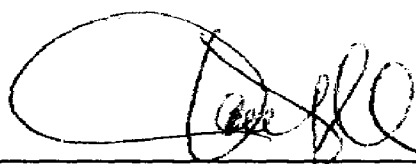
HARDEE'S FOOD SYSTEMS, INC.

By: 
Name: Carl A. Strunk
Title: Executive Vice President

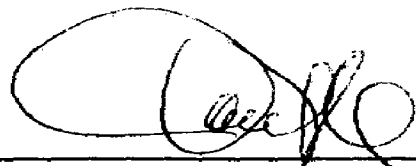
HED, INC.

By: 
Name: Carl A. Strunk
Title: Executive Vice President


HFS GEORGIA, INC.

By: 
Name: Carl A. Strunk
Title: Executive Vice President

SPARDEE'S REALTY, INC.


By: 
Name: Carl A. Strunk
Title: Executive Vice President

TACO BUENO RESTAURANTS, INC.

By: 
Name: Carl A. Strunk
Title: Executive Vice President

TACO BUENO TEXAS, L.P.

By: Taco Bueno Restaurants, Inc.
General Partner


By: 
Name: Carl A. Strunk
Title: Executive Vice President

TACO BUENO WEST, INC.

By: 
Name: Carl A. Strunk
Title: Executive Vice President

PARIBAS, AS AGENT

By: 
Name: Clark King
Title: Director

By: 
Name:
Title: FRANÇOIS DELANGLE
VICE PRESIDENT

LOCATIONS OF FILING OFFICES

(Carl Karcher Enterprises, Inc.)

Filing Offices

Secretary of State of the State of California

LOCATIONS OF FILING OFFICES

(Boston Pacific Inc.)

Filing Offices

Secretary of State of the State of California

LOCATIONS OF FILING OFFICES

(CBI Restaurants, Inc.)

Filing Offices

Secretary of State of the State of California

LOCATIONS OF FILING OFFICES

(Taco Bueno Restaurants, Inc.)

Filing Offices

Secretary of State of the State of California

LOCATIONS OF FILING OFFICES

(Taco Bueno Texas, L.P.)

Filing Offices

Secretary of State of the State of California

LOCATIONS OF FILING OFFICES

(Taco Bueno West, Inc.)

Filing Offices

Secretary of State of the State of California

LOCATIONS OF FILING OFFICES

(Hardee's Food Systems, Inc.)

Filing Offices

Secretary of State of the State of North Carolina

Nash County, North Carolina

Secretary of State of the State of California

LOCATIONS OF FILING OFFICES

(Burger Chef Systems, Inc.)

Filing Offices

Secretary of State of the State of North Carolina

Nash County, North Carolina

Secretary of State of the State of California

LOCATIONS OF FILING OFFICES

(Central Iowa Food Systems, Inc.)

Filing Offices

Secretary of State of the State of North Carolina

Nash County, North Carolina

Secretary of State of the State of California

LOCATIONS OF FILING OFFICES

(HED, Inc.)

Filing Offices

Secretary of State of the State of North Carolina

Nash County, North Carolina

Secretary of State of the State of California

LOCATIONS OF FILING OFFICES

(HFS Georgia, Inc.)

Filing Offices

Secretary of State of the State of North Carolina

Nash County, North Carolina

Secretary of State of the State of California

LOCATIONS OF FILING OFFICES

(Flagstar Enterprises, Inc.)

Filing Offices

Secretary of State of the State of North Carolina

Nash County, North Carolina

Secretary of State of the State of California

LOCATIONS OF FILING OFFICES

(Spardee's Realty, Inc.)

Filing Offices

Secretary of State of the State of North Carolina

Nash County, North Carolina

Secretary of State of the State of California

LOCATIONS OF FILING OFFICES

(Carl's Jr. Region VIII, Inc.)

Filing Offices

Secretary of State of the State of California

Schedule II to Subsidiary Security Agreement

LOCATIONS OF COLLATERAL RECORDS

(Carl Karcher Enterprises, Inc.)

401 W. Carl Karcher Way
Anaheim, California 92801

3916 State Street, Suite 300
Santa Barbara, California 92803

LOCATIONS OF COLLATERAL RECORDS

(Boston Pacific Inc.)

401 W. Carl Karcher Way
Anaheim, California 92801

3916 State Street, Suite 300
Santa Barbara, California 92803

LOCATIONS OF COLLATERAL RECORDS

(CBI Restaurants, Inc.)

401 W. Carl Karcher Way
Anaheim, California 92801

3916 State Street, Suite 300
Santa Barbara, California 92803

LOCATIONS OF COLLATERAL RECORDS

(Taco Bueno Restaurants, Inc.)

401 W. Carl Karcher Way
Anaheim, California 92801

3916 State Street, Suite 300
Santa Barbara, California 92803

LOCATIONS OF COLLATERAL RECORDS

(Taco Bueno Texas, L.P.)

401 W. Carl Karcher Way
Anaheim, California 92801

3916 State Street, Suite 300
Santa Barbara, California 92803

LOCATIONS OF COLLATERAL RECORDS

(Taco Bueno West, Inc.)

401 W. Carl Karcher Way
Anaheim, California 92801

3916 State Street, Suite 300
Santa Barbara, California 92803

LOCATIONS OF COLLATERAL RECORDS

(Carl's Jr. Region VIII, Inc.)

401 W. Carl Karcher Way
Anaheim, California 92801

3916 State Street, Suite 300
Santa Barbara, California 92803

LOCATIONS OF COLLATERAL RECORDS

(Hardee's Food Systems, Inc.)

401 W. Carl Karcher Way
Anaheim, California 92801

3916 State Street, Suite 300
Santa Barbara, California 92803

1233 Hardee's Blvd.
Rocky Mount, North Carolina 27804

LOCATIONS OF COLLATERAL RECORDS

(Burger Chef Systems, Inc.)

401 W. Carl Karcher Way
Anaheim, California 92801

3916 State Street, Suite 300
Santa Barbara, California 92803

1233 Hardee's Blvd.
Rocky Mount, North Carolina 27804

LOCATIONS OF COLLATERAL RECORDS

(Central Iowa Food Systems, Inc.)

401 W. Carl Karcher Way
Anaheim, California 92801

3916 State Street, Suite 300
Santa Barbara, California 92803

1233 Hardee's Blvd.
Rocky Mount, North Carolina 27804

LOCATIONS OF COLLATERAL RECORDS

(HED, Inc.)

401 W. Carl Karcher Way
Anaheim, California 92801

3916 State Street, Suite 300
Santa Barbara, California 92803

1233 Hardee's Blvd.
Rocky Mount, North Carolina 27804

LOCATIONS OF COLLATERAL RECORDS

(HFS Georgia, Inc.)

401 W. Carl Karcher Way
Anaheim, California 92801

3916 State Street, Suite 300
Santa Barbara, California 92803

1233 Hardee's Blvd.
Rocky Mount, North Carolina 27804

Schedule II to Subsidiary Security Agreement

LOCATIONS OF COLLATERAL RECORDS

(Flagstar Enterprises, Inc.)

401 W. Carl Karcher Way
Anaheim, California 92801

3916 State Street, Suite 300
Santa Barbara, California 92803

1233 Hardee's Blvd.
Rocky Mount, North Carolina 27804

LOCATIONS OF COLLATERAL RECORDS

(Spardee's Realty, Inc.)

401 W. Carl Karcher Way
Anaheim, California 92801

3916 State Street, Suite 300
Santa Barbara, California 92803

1233 Hardee's Blvd.
Rocky Mount, North Carolina 27804

LOCATIONS OF CONTRACTS

(Carl Karcher Enterprises, Inc.)

401 W. Carl Karcher Way
Anaheim, California 92801

3916 State Street, Suite 300
Santa Barbara, California 92803

LOCATIONS OF CONTRACTS

(Boston Pacific Inc.)

401 W. Carl Karcher Way
Anaheim, California 92801

3916 State Street, Suite 300
Santa Barbara, California 92803

LOCATIONS OF CONTRACTS

(CBI Restaurants, Inc.)

401 W. Carl Karcher Way
Anaheim, California 92801

3916 State Street, Suite 300
Santa Barbara, California 92803

LOCATIONS OF CONTRACTS

(Taco Bueno Restaurants, Inc.)

401 W. Carl Karcher Way
Anaheim, California 92801

3916 State Street, Suite 300
Santa Barbara, California 92803

LOCATIONS OF CONTRACTS

(Taco Bueno Texas, L.P.)

401 W. Carl Karcher Way
Anaheim, California 92801

3916 State Street, Suite 300
Santa Barbara, California 92803

LOCATIONS OF CONTRACTS

(Taco Bueno West, Inc.)

401 W. Carl Karcher Way
Anaheim, California 92801

3916 State Street, Suite 300
Santa Barbara, California 92803

LOCATIONS OF CONTRACTS

(Carl's Jr. Region VIII, Inc.)

401 W. Carl Karcher Way
Anaheim, California 92801

3916 State Street, Suite 300
Santa Barbara, California 92803

LOCATIONS OF CONTRACTS

(Hardee's Food Systems, Inc.)

401 W. Carl Karcher Way
Anaheim, California 92801

3916 State Street, Suite 300
Santa Barbara, California 92803

1233 Hardee's Blvd.
Rocky Mount, North Carolina 27804

LOCATIONS OF CONTRACTS

(Burger Chef Systems, Inc.)

401 W. Carl Karcher Way
Anaheim, California 92801

3916 State Street, Suite 300
Santa Barbara, California 92803

1233 Hardee's Blvd.
Rocky Mount, North Carolina 27804

LOCATIONS OF CONTRACTS

(Central Iowa Food Systems, Inc.)

401 W. Carl Karcher Way
Anaheim, California 92801

3916 State Street, Suite 300
Santa Barbara, California 92803

1233 Hardee's Blvd.
Rocky Mount, North Carolina 27804

LOCATIONS OF CONTRACTS

(HED, Inc.)

401 W. Carl Karcher Way
Anaheim, California 92801

3916 State Street, Suite 300
Santa Barbara, California 92803

1233 Hardee's Blvd.
Rocky Mount, North Carolina 27804

LOCATIONS OF CONTRACTS

(HFS Georgia, Inc.)

401 W. Carl Karcher Way
Anaheim, California 92801

3916 State Street, Suite 300
Santa Barbara, California 92803

1233 Hardee's Blvd.
Rocky Mount, North Carolina 27804

LOCATIONS OF CONTRACTS

(Flagstar Enterprises, Inc.)

401 W. Carl Karcher Way
Anaheim, California 92801

3916 State Street, Suite 300
Santa Barbara, California 92803

1233 Hardee's Blvd.
Rocky Mount, North Carolina 27804

LOCATIONS OF CONTRACTS

(Spardee's Realty, Inc.)

401 W. Carl Karcher Way
Anaheim, California 92801

3916 State Street, Suite 300
Santa Barbara, California 92803

1233 Hardee's Blvd.
Rocky Mount, North Carolina 27804

CHIEF EXECUTIVE OFFICE; TRADENAMES; PRIOR NAMES

(Carl Karcher Enterprises, Inc.)

Chief Executive Office

401 W. Carl Karcher Way
Anaheim, California 92801

Tradenames; Prior Names

Carl Karcher Enterprises, Inc.
Carl's Jr.
Carl's Jr. Jr.
The Green Burrito
Rally's Hamburgers

CHIEF EXECUTIVE OFFICE; TRADENAMES; PRIOR NAMES

(Boston Pacific Inc.)

Chief Executive Office

401 W. Carl Karcher Way
Anaheim, California 92801

Tradenames; Prior Names

Boston Pacific Inc.

CHIEF EXECUTIVE OFFICE; TRADENAMES; PRIOR NAMES

(CBI Restaurants, Inc.)

Chief Executive Office

401 W. Carl Karcher Way
Anaheim, California 92801

Tradenames; Prior Names

CBI Restaurants, Inc.

CHIEF EXECUTIVE OFFICE; TRADENAMES; PRIOR NAMES

(Taco Bueno Restaurants, Inc.)

Chief Executive Office

401 W. Carl Karcher Way
Anaheim, California 92801

Tradenames; Prior Names

Taco Bueno Restaurants, Inc.
Casa Bonita Incorporated (prior name)
Casa Bonita (prior tradename)
Taco Bueno

CHIEF EXECUTIVE OFFICE; TRADENAMES; PRIOR NAMES

(Taco Bueno Texas, L.P.)

Chief Executive Office

401 W. Carl Karcher Way
Anaheim, California 92801

Tradenames; Prior Names

Taco Bueno Texas, L.P.
Casa Bonita Texas, L.P. (prior name)
Taco Bueno

CHIEF EXECUTIVE OFFICE; TRADENAMES; PRIOR NAMES

(Taco Bueno West, Inc.)

Chief Executive Office

401 W. Carl Karcher Way
Anaheim, California 92801

Tradenames; Prior Names

Taco Bueno West, Inc.
Casa Bonita West, Inc. (prior name)

CHIEF EXECUTIVE OFFICE; TRADENAMES; PRIOR NAMES

(Hardee's Food Systems, Inc.)

Chief Executive Office

1233 Hardee's Blvd.
Rocky Mount, North Carolina 27804

Tradenames; Prior Names

Hardee's Food Systems, Inc.
Hardee's

CHIEF EXECUTIVE OFFICE; TRADENAMES; PRIOR NAMES

(Central Iowa Food Systems, Inc.)

Chief Executive Office

1233 Hardee's Blvd.
Rocky Mount, North Carolina 27804

Tradenames; Prior Names

Central Iowa Food Systems, Inc.

CHIEF EXECUTIVE OFFICE; TRADENAMES; PRIOR NAMES

(Burger Chef Systems, Inc.)

Chief Executive Office

1233 Hardee's Blvd.
Rocky Mount, North Carolina 27804

Tradenames; Prior Names

Burger Chef Systems, Inc.

CHIEF EXECUTIVE OFFICE; TRADENAMES; PRIOR NAMES

(HED, Inc.)

Chief Executive Office

1233 Hardee's Blvd.
Rocky Mount, North Carolina 27804

Tradenames; Prior Names

HED, Inc.

CHIEF EXECUTIVE OFFICE; TRADENAMES; PRIOR NAMES

(HFS Georgia, Inc.)

Chief Executive Office

1233 Hardee's Blvd.
Rocky Mount, North Carolina 27804

Tradenames; Prior Names

HFS Georgia, Inc.

CHIEF EXECUTIVE OFFICE; TRADENAMES; PRIOR NAMES

(Flagstar Enterprises, Inc.)

Chief Executive Office

1233 Hardee's Blvd.
Rocky Mount, North Carolina 27804

Tradenames; Prior Names

Flagstar Enterprises, Inc.
Hardee's
Enterprises Acquisition, Inc.
Spardee's Restaurants, Inc.

CHIEF EXECUTIVE OFFICE; TRADENAMES; PRIOR NAMES

(Spardee's Realty, Inc.)

Chief Executive Office

1233 Hardee's Blvd.
Rocky Mount, North Carolina 27804

Tradenames; Prior Names

Spardee's Realty, Inc.
SRI Acquisition, Inc.

CHIEF EXECUTIVE OFFICE; TRADENAMES; PRIOR NAMES

(Carl's Jr. Region VIII, Inc.)

Chief Executive Office

401 W. Carl Karcher Way
Anaheim, California 92801

Tradenames; Prior Names

Carl's Jr. Region VIII, Inc.

INTELLECTUAL PROPERTY

(Boston Pacific Inc.)

Item A: Copyright Registrations and Applications

None.

Item B. Copyright Licenses

None.

Item C: Patents and Applications

None.

Item D: Patent Licenses

None.

Item E: Trademark Registrations and Applications

None.

Item F: Trademark Licenses

None.

Item G: Trade Secret Licenses

None.

INTELLECTUAL PROPERTY

(Burger Chef Systems, Inc.)

Item A: Copyright Registrations and Applications

None.

Item B. Copyright Licenses

None.

Item C: Patents and Applications

None.

Item D: Patent Licenses

None.

Item E: Trademark Registrations and Applications

None.

Item F: Trademark Licenses

None.

Item G: Trade Secret Licenses

None.

INTELLECTUAL PROPERTY

(Carl Karcher Enterprises, Inc.)

Item A: Copyright Registrations and Applications

None.

Item B. Copyright Licenses

None.

Item C: Patents and Applications

None.

Item D: Patent Licenses

None.

Item E: Trademark Registrations and Applications

See Attached.

Item F: Trademark Licenses

Licenses to Franchisees and Licensees as of the Closing Date,
as set forth in Schedule 5.31 to the Credit Agreement

Item G: Trade Secret Licenses

None.

CARL KARCHER ENTERPRISES, INC.

DOMESTIC TRADEMARKS

PENDING APPLICATIONS (Federal)

MARK	S/N NO.	CLASSES	FILE DATE
STAR BUFFET	75/236,939	42	02/05/97
STAR w/Knife & Fork	75/433,545	42	02/12/98
NORTH STAR'S BUFFET & Design	75/504,790	42	06/18/98
COOL COMBOS FOR KIDS	75/504,661	42	06/18/98
HARDEE'S and Star Logo	75,578,723	42	10/28/98
HARDEE'S CHARBROILED BURGERS and Star Logo	75/578,642	42	10/28/98
STAR with colors red and yellow	75/555,439	42	09/18/98
CARL'S JR. (stylized)	75/555,225	42	09/18/98
CARL'S Jr. (stylized) and Star Logo (w/colors)	75/556,437	42	09/23/98

CARL KARCHER ENTERPRISES, INC.

DOMESTIC TRADEMARKS

REGISTRATIONS (Federal)

MARK	REG. NO.	CLASSES	REG. DATE	SEC 8 & 15	STATUS	RENEWAL DATE
CARL'S JR.	901,315	42	10/20/70	7/27/76	REGISTERED	10/20/2000
STAR W.CUP & BURGER	914,469	42	06/08/71	08/25/76	REGISTERED	06/08/2001
STAR W/SIGN	919,121	42	08/24/71	12/06/76	REGISTERED	08/24/2001
STAR WITH COWBOY HAT	965,266	42	07/31/73	10/04/79	REGISTERED	07/31/2003
STAR W/LEGS & FEET	972,063	42	10/30/73	09/13/79	REGISTERED	10/30/2003
STAR CHEESEBURGER	1,003,855	42	02/04/75	06/05/81	REGISTERED	02/04/2005
HAPPY STAR	1,084,351	42	01/31/78	02/14/84	REGISTERED	01/31/2008
CARL'S FAMOUS STAR	1,097,025	42	07/18/78	02/24/84	REGISTERED	07/18/2008
SUPER STAR	1,099,039	42	08/08/78	03/22/84	REGISTERED	08/08/2008
YOU'VE GOT TASTE	1,137,667	42	07/08/80	10/07/85	REGISTERED	07/08/2000
STAR W/FRECKLES	1,112,013	42	01/23/79	08/05/85	REGISTERED	01/23/99
SUNRISE SANDWICH	1,475,401	42	02/02/88	07/06/93	REGISTERED	02/02/2008
YOU'VE GOT TASTE	1,137,067	42	06/17/80	10/15/85	REGISTERED	06/17/2000
STAR/SMILING FACE	1,151,330	42	04/14/81	07/25/86	REGISTERED	04/14/2001

DOMESTIC TRADEMARKS

REGISTRATIONS (Federal)

MARK	REG. NO.	CLASSES	REG. DATE	SEC 8 & 15	STATUS	RENEWAL DATE
SUNRISE SANDWICH	1,247,828	30	08/09/83	01/27/89	REGISTERED	08/09/2003
CARL'S JR.	1,332,454	29/30/32	04/23/85	07/15/91	REGISTERED	04/23/2005
STAR/SMILING FACE	1,297,845	29	09/25/84	06/15/90	REGISTERED	09/25/2004
CKE FOODS	1,297,846	29	09/25/84	03/05/90	REGISTERED	09/25/2004
WESTERN BACON CHEESEBURGER	1,456,922	42	09/08/87	05/03/93	REGISTERED	09/08/2007
CHARBROILER CHICKEN SANDWICH	1,277,285	30	05/08/84	07/30/90	REGISTERED	05/08/2004
STAR/SMILING FACE	1,383,339	16/20/21	02/18/86	06/10/91	REGISTERED	02/18/2006
CARL'S JR.	1,400,272	16/20/21	07/08/86	12/23/91	REGISTERED	07/08/2006
FRENCH TOAST DIPS	1,475,407	42	02/02/88	06/30/93	REGISTERED	02/02/2008
WESTERN BACON CHEESEBURGER	1,481,762	30	03/22/88	08/16/93	REGISTERED	03/22/2008
FRENCH TOAST DIPS	1,424,179	30	01/06/87	05/05/92	REGISTERED	01/06/2007
STAR/SMILING FACE	1,631,819	32	01/15/91	07/29/96	REGISTERED	01/15/2001

DOMESTIC TRADEMARKS

REGISTRATIONS (Federal)

MARK	REG. NO.	CLASSES	REG. DATE	SEC 8 & 15	STATUS	RENEWAL DATE
GO FOR THE FOOD	1,765,063	42	04/13/93	04/13/99	REGISTERED	04/13/2003
CHOOSE SIDES	1,963,891	42	03/26/96	DUE 03/26/02	REGISTERED	03/26/2006
CARL'S JR. EXPRESS	2,079,886	42	07/15/97	DUE 07/15/03	REGISTERED	07/15/2007
CARL'S JR. DRIVE-THRU EXPRESS	2,074,364	42	06/24/97	DUE 06/24/03	REGISTERED	06/24/2007
IF IT DOESN'T GET ALL OVER THE PLACE, IT DOESN'T BELONG IN YOUR FACE	2,002,665	42	09/24/96	DUE 09/24/02	REGISTERED	09/24/2006
CON MUCHO GUSTO	2,102,008	42	09/30/97	DUE 09/30/03	REGISTERED	09/30/2007
CARL'S JR. JR.	2,141,498	42	03/03/98	DUE 03/03/04	REGISTERED	03/03/2008
STAR w/Box design	2,220,433	42	01/26/99	DUE 01/26/05	REGISTERED	01/26/2009

DOMESTIC TRADEMARKS

REGISTRATIONS (Arizona)

MARK	REG. NO.	CLASSES	REG. DATE	SEC 8&15	STATUS	RENEWAL DUE
HAPPY STAR	21345	46	10/18/82	N/A	Registered	10/17/02
CARL'S FAMOUS STAR	21351	46	10/18/82	N/A	Registered	10/17/02
SUPER STAR	21349	46	10/18/82	N/A	Registered	10/17/02
JR. CRISP BURRITOS	27833	46	10/02/89	N/A	Registered	10/01/99
CARL'S JR.	21424	45	11/12/82	N/A	Registered	11/11/02
CARL'S JR.	21425	46	11/12/82	N/A	Registered	11/11/02
WESTERN BACON CHEESEBURGER	21348	46	10/18/82	N/A	Registered	10/17/02
STAR/SMILING FACE	22976	37	10/15/84	N/A	Registered	10/14/04
CARL'S JR.	22975	37	10/15/84	N/A	Registered	10/14/04
FRENCH TOAST DIPS	23677	46	08/19/85	N/A	Registered	08/18/05
BIG BACON STAR	38087	50	07/26/96	N/A	Registered	07/26/06

DOMESTIC TRADEMARKS

REGISTRATIONS (California)

MARK	REG. NO.	CLASSES	REG. DATE	SEC 8&15	STATUS	RENEWAL DUE
STAR W/SIGN	598	100	01/19/70	N/A	Registered	01/19/2000
STAR W/CUP & BURGER	47682	46	03/20/70	N/A	Registered	03/20/2000
STAR CHEESEBURGER	2620	100	10/29/73	N/A	Registered	10/29/2003
STAR/SMILING	6692	100	06/21/78	N/A	Registered	06/21/98
SUNRISE SANDWICH	6738	100	06/29/78	N/A	Registered	06/29/98
SUNRISE SANDWICH	65977	46	04/13/82	N/A	Registered	04/13/2002
STAR/SMILING FACE	67759	46	10/28/82	N/A	Registered	10/28/2002
CKE FOODS	67763	46	10/28/82	N/A	Registered	10/28/2002
WESTERN BACON CHEESEBURGER	17111	100	07/27/83	N/A	Registered	07/27/2003
CHARBROILER CHICKEN SANDWICH	15909	100	03/02/83	N/A	Registered	03/02/2003
STAR/SMILING FACE	74989	37	11/01/84	N/A	Registered	11/01/2004
CARL'S JR.	74988	37	11/01/84	N/A	Registered	11/01/2004
FRENCH TOAST DIPS	24151	100	08/23/85	N/A	Registered	08/23/2005
FRENCH TOAST DIPS	78369	46	08/23/85	N/A	Registered	08/23/2005
GREAT STUFF	27655	100	07/28/86	N/A	Registered	07/28/2006

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DOMESTIC TRADEMARKS

REGISTRATIONS (California)

MARK	REG. NO.	CLASSES	REG. DATE	SEC 8&15	STATUS	RENEWAL DUE
SO WHERE DO YOU WANT TO EAT?	36508	100	04/06/90	N/A	Registered	04/06/2000
STARMAN	36622	100	04/19/90	N/A	Registered	04/19/2000
BIG BACON STAR	47359	42	02/06/97	N/A	Registered	02/06/2007

DOMESTIC TRADEMARKS

REGISTRATIONS (Nevada)

MARK	REG. NO.	CLASSES	REG. DATE	SEC 8&15	STATUS	RENEWAL DUE
HAPPY STAR	N/A	100	09/21/81	N/A	Registered	09/21/2001
CARL'S FAMOUS STAR	N/A	100	09/21/81	N/A	Registered	09/21/2001
SUPER STAR	N/A	100	09/21/81	N/A	Registered	09/21/2001
CARL'S JR.	V.15 P.80	100	04/27/78	N/A	Registered	04/27/2003
STAR/SMILING	V.25 P.92	100	02/20/92	N/A	Registered	02/07/2002
SUNRISE SANDWICH	N/A	100	09/21/81	N/A	Registered	09/21/2001
STAR/ANIMATED	N/A	100	09/21/81	N/A	Registered	09/21/2001
JR. CRISP BURRITOS	V.23 P.26	46	10/04/89	N/A	Registered	10/04/99
SUNRISE SANDWICH	V.17 P.691	46	04/12/82	N/A	Registered	04/12/2002
CARL'S JR.	V.18 P.80	45	10/18/82	N/A	Registered	10/18/2002
CARL'S JR.	V.18 P.81	46	10/18/82	N/A	Registered	10/18/2002
STAR/SMILING FACE	V.18 P.103	45	10/29/82	N/A	Registered	10/29/2002
STAR/SMILING FACE	V.18 P.104	46	10/29/82	N/A	Registered	10/29/2002
STAR/SMILING FACE	V.18 P.105	48	10/29/82	N/A	Registered	10/29/2002
FRENCH TOAST DIPS	V.19 P.795	100	08/20/85	N/A	Registered	08/20/2000

CARL KARCHER ENTERPRISES, INC.

DOMESTIC TRADEMARKS

REGISTRATIONS (Nevada)

MARK	REG. NO.	CLASSES	REG. DATE	SEC 8&15	STATUS	RENEWAL DUE
FRENCH TOAST DIPS	V.19 P.796	46	08/20/85	N/A	Registered	08/20/2000
GREAT STUFF	V.20 P.283	100	07/30/86	N/A	Registered	07/30/2001
BIG BACON STAR	N/A	100	09/04/96	N/A	Registered	09/04/2001

CARL KARCHER ENTERPRISES, INC.

DOMESTIC TRADEMARKS

REGISTRATIONS (Miscellaneous States)

STATE	MARK	REG. NO.	CLASSES	REG. DATE	SEC 8&15	STATUS	RENEWAL DUE
Hawaii	CARL'S JR.	44605	100	2/12/79	N/A	Registered	2/11/99
Oregon	BIG BACON STAR	S-30804	42	7/30/96	N/A	Registered	7/30/01
Utah	BIG BACON STAR and Design	036578	100	7/25/96	N/A	Registered	7/26/06
Washington	BIG BACON STAR and Design	025341	42	7/25/96	N/A	Registered	7/25/02

CARL KARCHER ENTERPRISES, INC.

FOREIGN TRADEMARKS

COUNTRY	MARK	CLASS	REG. NO.	REG. DATE	APPL. NO.	APPL. DATE	RENEWAL DATE
Australia	CARL'S JR.	29	B488382	2/5/92	488382	6/3/88	6/3/09
Australia	CARL'S JR.	32	B488381	2/5/92	488381	6/3/88	6/3/09
Australia	CARL'S JR.	42	B488380	1/10/92	488380	6/3/88	6/3/09
Australia	STAR LOGO	29	A488383	11/19/91	488383	6/3/88	6/3/09
Australia	STAR LOGO	32	A488384	11/19/92	488384	6/3/88	6/3/09
Australia	STAR LOGO	42	A339847	3/2/83	339847	11/7/79	11/7/00
Bangladesh	CARL'S JR.	30			51069	5/12/97	
Bangladesh	STAR LOGO	30			51068	5/12/97	
Brazil	CARL'S JR.	29 (.10.20.30)			816.937.850	10/9/92	
Brazil	CARL'S JR.	32 (.10.20)			816.937.877	10/9/92	
Brazil	CARL'S JR.	38 (60)	816.937.869	7/12/94	816.937.869	10/9/92	7/12/04
Brunei	CARL'S JR.	29			29308	5/19/98	
Brunei	CARL'S JR.	30			29309	5/19/98	
Brunei	STAR LOGO	29			29306	5/19/98	

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FOREIGN TRADEMARKS

COUNTRY	MARK	CLASS	REG. NO.	REG. DATE	APPL. NO.	APPL. DATE	RENEWAL DATE
Brunei	STAR LOGO	30			29307	5/19/98	
Cambodia	CARL'S JR.	42	010749	6/2/98	10774	6/2/98	6/2/08
Cambodia	STAR LOGO	42	010750	6/2/98	10775	6/2/98	6/2/08
Canada	STAR BUFFET	42			852944	8/5/97	
China	CARL'S JR.	16	623029	12/20/92	91004240	12/24/91	12/19/02
China	CARL'S JR.	29	619615	11/30/92	91059663	12/2/91	11/29/02
China	CARL'S JR.	30	618238	11/20/92	91059662	12/2/91	11/19/02
China	CARL'S JR.	32	618517	11/20/92	91059661	12/2/91	11/19/02
China	CARL'S JR.	42	772,448	11/21/94	93086994	9/24/93	11/20/04
China	CARL'S JR. (Chinese characters)	42	1213882	10/07/98	970076812	7/25/97	10/06/08
China	CARL'S JR. (Chinese characters)	30			970078654	7/30/97	
China	CARL'S STAR (Chinese characters Version 1)	42			9800085183	7/28/98	
China	CARL'S STAR (Chinese characters Version 2)	42			9800085185	7/28/98	

FOREIGN TRADEMARKS

COUNTRY	MARK	CLASS	REG. NO.	REG. DATE	APPL. NO.	APPL. DATE	RENEWAL DATE
China	HAPPY STAR (Chinese characters)	42			9800085184	7/28/98	
China	STAR LOGO	16	623028	12/20/92	91064248	12/24/91	12/19/02
China	STAR LOGO	29	619603	11/30/92	91059660	12/2/91	11/29/02
China	STAR LOGO	30	618239	11/20/92	91059659	12/2/91	11/19/02
China	STAR LOGO	32	618523	11/20/92	91059658	12/2/91	11/19/02
China	STAR LOGO	42	772,357	11/21/94	93086993	9/24/93	11/20/04
China	STAR LOGO (Box Design)	42			9800065902	6/17/98	
Costa Rica	STAR LOGO	29	74734	4/5/91		2/21/91	2/21/01
Costa Rica	STAR LOGO	42	74733	4/5/91		2/21/91	2/21/01
Fiji	CARL'S JR.	42			27888	7/25/96	
Fiji	STAR LOGO	42			27887	7/25/96	
Hong Kong	CARL'S JR.	30	B1227/1990	4/30/90	3799/1988	6/29/88	6/29/09
Hong Kong	STAR LOGO	30	3406/1989	11/10/89	3800/1988	6/29/88	6/29/09
India	CARL'S JR.	30			763864	6/18/97	

CARL KARCHER ENTERPRISES, INC.

FOREIGN TRADEMARKS

COUNTRY	MARK	CLASS	REG. NO.	REG. DATE	APPL. NO.	APPL. DATE	RENEWAL DATE
India	STAR LOGO	30			763862	6/18/97	
Indonesia	CARL'S JR.	29, 30	277259	7/21/92	6527	3/9/90	7/21/02
Indonesia	STAR LOGO	29, 30	277193	7/18/92	6527	3/9/90	7/18/02
Japan	CARL'S FAMOUS STAR	30	1566383	2/25/83	9059/1979	2/9/79	2/25/03
Japan	CARL'S JR.	25	2239297	6/28/90	71620/1988	6/22/88	6/28/00
Japan	CARL'S JR.	28	1591934	5/26/83	10950/1979	2/16/79	5/26/03
Japan	CARL'S JR.	29	1820085	11/29/85	9045/1979	2/9/79	11/29/05
Japan	CARL'S JR.	30	2325442	7/31/91	2450/1988	1/12/84	7/31/01
Japan	CARL'S JR.	31	1791341	7/29/85	9047/1979	2/9/79	7/29/05
Japan	CARL'S JR.	32	2250709	7/30/90	112524/1987	10/06/87	7/30/00
Japan	CARL'S JR.	32	1529208	7/30/82	714348/1992	2/9/79	7/30/02
Japan	CARL'S JR. (KANA)	42	3159220	5/31/96	294849/1992	9/3/92	5/31/06
Japan	CHARBROILER STEAK SANDWICH	32	2164216	8/28/89	9064/1979	2/9/79	8/28/99
Japan	HAPPY STAR	30	1568567	2/25/83	9055/1979	2/9/79	2/25/03

FOREIGN TRADEMARKS

COUNTRY	MARK	CLASS	REG. NO.	REG. DATE	APPL. NO.	APPL. DATE	RENEWAL DATE
Japan	HAPPY STAR	32	1564588	2/25/83	9056/1979	2/9/79	2/25/03
Japan	OLD TIME STAR	30	1754601	3/25/85	51431/1982	6/10/82	3/25/05
Japan	STAR LOGO	25	2333844	9/30/91	72134/1988	6/23/88	9/30/01
Japan	STAR LOGO	28	1641691	12/26/83	10951/1979	2/19/79	12/26/03
Japan	STAR LOGO	29	1564587	2/25/83	9049/1979	2/9/79	2/25/03
Japan	STAR LOGO	30	1620110	9/29/83	9050/1979	2/9/79	9/29/03
Japan	STAR LOGO	31	1536563	8/27/82	9051/979	2/9/79	8/27/02
Japan	STAR LOGO	32	1663619	2/24/84	9052/1979	2/9/79	2/24/04
Japan	STAR LOGO	42	3156161	5/31/96	294850/1992	9/30/92	5/31/06
Japan	SUNRISE SANDWICH	32	1582271	4/27/83	9068/1979	2/9/79	4/27/03
Japan	WESTERN BACON CHEESEBURGER	32	2391208	3/31/92	71621/1988	6/22/88	3/31/02
Laos	CARL'S JR.	42	6452	5/27/98	6487	5/27/98	5/27/08
Laos	STAR LOGO	42	6453	5/27/98	6486	5/27/98	5/27/08
Macao	CARL'S JR.	42	N/813	7/23/96	K/813	7/23/96	7/23/03

FOREIGN TRADEMARKS

COUNTRY	MARK	CLASS	REG. NO.	REG. DATE	APPL. NO.	APPL. DATE	RENEWAL DATE
Macao	STAR LOGO	42	N/812	7/23/96	N/812	7/23/96	7/23/03
Malaysia	CARL'S JR.	16	91/05916	12/16/94	91/05916	9/24/91	9/24/98
Malaysia	CARL'S JR.	29			90/01512	3/2/90	
Malaysia	CARL'S JR.	30	90/01514	3/2/90	90/01514	3/2/90	3/2/11
Malaysia	CARL'S JR.	32	91/05915	6/13/95	91/05915	9/24/91	9/24/98
Malaysia	HAPPY STAR KIDS MEAL & STAR LOGO	29			93/01938	3/30/93	
Malaysia	STAR LOGO	16	91/05181	8/28/95	91/05181	8/28/91	8/28/98
Malaysia	STAR LOGO	29			90/01513	3/2/90	
Malaysia	STAR LOGO	30	027772	10/18/95	90/01511	3/2/90	3/2/11
Malaysia	STAR LOGO	32	91/05180	6/1/94	91/05180	8/28/91	8/29/98
Malaysia	STAR LOGO (Box Design)	42			98/07291	6/17/98	
Mexico	CARL'S JR.	29	373170	2/27/90	63476	5/30/89	5/30/04
Mexico	CARL'S JR.	30	373169	2/27/90	63475	5/30/89	5/30/04
Mexico	CARL'S JR.	42	371190	12/27/89	63477	5/30/89	5/30/04

FOREIGN TRADEMARKS

COUNTRY	MARK	CLASS	REG. NO.	REG. DATE	APPL. NO.	APPL. DATE	RENEWAL DATE
Mexico	CON MUCHO GUSTO	42	540334	1/28/97	23208	12/19/96	12/19/06
Mexico	STAR LOGO	29	376290	5/30/90	63473	5/30/89	5/30/04
Mexico	STAR LOGO	30	375841	4/24/90	63472	5/30/89	5/30/04
Mexico	STAR LOGO	42	371189	12/27/89	63474	5/30/89	5/30/04
Mexico	STAR LOGO (Box Design)	42	592049	10/30/98	336463	6/17/98	6/17/08
Myanmar	CARL'S JR.	42	IV/2346/98	10/03/98	N/A	N/A	10/03/01
Myanmar	STAR LOGO	42	IV/2344/98	10/03/98	N/A	N/A	10/03/01
New Zealand	CARL'S JR.	42	B184943	6/22/88	184.943	6/22/88	6/22/09
New Zealand	STAR LOGO	42	B184942	6/22/88	184.942	6/22/88	6/22/09
Pakistan	CARL'S JR.	30			143944	8/2/97	
Pakistan	STAR LOGO	30			142943	8/2/97	
Papua New Guinea	CARL'S JR.	42			A61174	6/5/98	

FOREIGN TRADEMARKS

COUNTRY	MARK	CLASS	REG. NO.	REG. DATE	APPL. NO.	APPL. DATE	RENEWAL DATE
Papua New Guinea	STAR LOGO	42			A61173	6/05/98	
Philippines	CARL'S JR.	42	46423	9/11/89	65026	6/24/88	9/11/09
Philippines	STAR LOGO	42	46470	9/11/89	65027	6/24/88	9/11/09
Singapore	CARL'S JR.	29	B3751/88	7/20/88	S3751/88	7/20/88	7/20/05
Singapore	CARL'S JR.	42	B2367/91	3/1/91	S/2367/91	3/1/91	3/1/01
Singapore	STAR LOGO	29	S/1917/90	3/14/90	S/1917/90	3/14/90	3/14/07
Singapore	STAR LOGO	30	4106/88	8/4/88	4106/88	8/4/88	8/4/05
Singapore	STAR LOGO	42	2368/91	1/3/91	S/2368/91	1/3/91	1/3/01
South Korea	CARL'S JR.	42	10475	10/30/89	88-1325	6/22/88	10/30/99
South Korea	STAR LOGO	42	10476	10/30/89	88-1324	6/22/88	10/30/99
South Korea	STAR LOGO (Box Design)	42			98-4830	6/17/98	
Sri Lanka	CARL'S JR.	42			83254	5/15/97	
Sri Lanka	STAR LOGO	42			83272	5/19/97	
Taiwan	CARL'S JR.	42	33606	2/1/89	77-33312	7/19/88	2/1/99

FOREIGN TRADEMARKS

COUNTRY	MARK	CLASS	REG. NO.	REG. DATE	APPL. NO.	APPL. DATE	RENEWAL DATE
Taiwan	STAR LOGO	42	33605	5/21/89	77-33311	7/19/88	5/21/99
Thailand	CARL'S JR.	29	128807	9/5/89	179797	8/18/88	8/18/08
Thailand	CARL'S JR.	30	128807	9/5/89	179797	8/18/88	8/18/08
Thailand	CARL'S JR.	32	128807	9/5/89	179797	8/18/88	8/18/08
Thailand	STAR LOGO	29	124647	3/16/89	179798	8/18/88	8/18/08
Thailand	STAR LOGO	30	124647	3/16/89	179798	8/18/88	8/18/08
Thailand	STAR LOGO	32	124647	3/16/89	179798	8/18/88	8/18/08
Tonga	CARL'S JR.	29	1618	8/14/96	1618	1/22/96	1/8/01
Tonga	STAR LOGO	29	1617	8/14/96	1617	1/22/96	1/8/01
Tonga	STAR LOGO	30	1619	8/14/96	1619	1/22/96	1/22/03
Vietnam	CARL'S JR.	42			38402	5/19/98	
Vietnam	STAR LOGO	42			38401	5/19/98	

INTELLECTUAL PROPERTY

(Taco Bueno Restaurants, Inc.)

Item A: Copyright Registrations and Applications

None.

Item B. Copyright Licenses

None.

Item C: Patents and Applications

None.

Item D: Patent Licenses

None.

Item E: Trademark Registrations and Applications

See attached.

Item F: Trademark Licenses

None.

Item G: Trade Secret Licenses

None.

DOMESTIC TRADEMARKS

REGISTRATIONS (Federal)

MARK	CLASSES	REG. NO.	REG. DATE	RENEWAL DATE
PLEASEING YOU PLEASES ME	42	1,196,483	05/25/82	05/25/02
TACO BUENO	42	1,197,032	06/01/82	06/01/02
MISCELLANEOUS DESIGN	42	1,204,103	08/03/82	08/03/02
PARTY TACO	30	1,579,300	01/23/90	01/23/00
MEXIDIPS & CHIPS	30	1,502,383	08/30/88	08/30/08
MUCHO TACO	30	1,587,008	03/13/90	03/13/00
MUCHO BURRITO	30	1,587,005	03/13/90	03/13/00
MUCHO CHALUPA	30	1,587,006	03/13/90	03/13/00
BUENO CHILADA	30	1,621,466	11/06/90	11/06/00
MUCHACO	30	1,699,290	07/07/92	07/07/02
BUENO EXPRESS	42	1,842,523	06/28/94	06/28/04
WE PUT A LOT IN EVERY BITE	42	1,611,652	08/28/90	08/28/00
PARTY BURRITO	30	1,654,439	08/20/91	08/20/01
GO FOR IT ALL!	42	1,887,627	04/04/95	04/04/05

DOMESTIC TRADEMARKS

REGISTRATIONS (Federal)

MARK	CLASSES	REG. NO.	REG. DATE	RENEWAL DATE
WHEN YOU WANT MORE, SAY BUENO!	42	1,993,502	08/13/96	08/13/06
RIGATONY'S	42	1,960,908	03/05/96	03/05/06

DOMESTIC TRADEMARKS

PENDING APPLICATIONS (Federal)

MARK	CLASSES	APP. NO.	FILE DATE
THE LOADED BURRITO	42	75/514,861	07/07/98
ATC BUENO (includes design)	42	75/456,275	03/25/98
BUENO (includes design)	42	75/456,541	03/25/98
TACO BUENO (includes design)	42	75/456,422	03/25/98
B.O.B.	42	75/462,270	04/06/98

TACO BUENO RESTAURANTS, INC.

DOMESTIC TRADEMARKS

REGISTRATIONS (State)

MARK	STATE	CLASSES	REG. NO.	REG. DATE	RENEWAL DATE
TACO BUENO	OK	101	29068	01/26/83	01/26/03
TACO BUENO	TX	42	37760	09/29/80	09/29/00
RIGATONY'S	TX	42	54051	12/01/94	12/01/04

INTELLECTUAL PROPERTY

(Taco Bueno Texas, L.P.)

Item A: Copyright Registrations and Applications

None.

Item B. Copyright Licenses

None.

Item C: Patents and Applications

None.

Item D: Patent Licenses

None.

Item E: Trademark Registrations and Applications

None.

Item F: Trademark Licenses

None.

Item G: Trade Secret Licenses

None.

INTELLECTUAL PROPERTY

(Taco Bueno West, Inc.)

Item A: Copyright Registrations and Applications

None.

Item B. Copyright Licenses

None.

Item C: Patents and Applications

None.

Item D: Patent Licenses

None.

Item E: Trademark Registrations and Applications

None.

Item F: Trademark Licenses

None.

Item G: Trade Secret Licenses

None.

INTELLECTUAL PROPERTY

(Central Iowa Food Systems, Inc.)

Item A: Copyright Registrations and Applications

None.

Item B. Copyright Licenses

None.

Item C: Patents and Applications

None.

Item D: Patent Licenses

None.

Item E: Trademark Registrations and Applications

None.

Item F: Trademark Licenses

None.

Item G: Trade Secret Licenses

None.

INTELLECTUAL PROPERTY

(CBI Restaurants, Inc.)

Item A: Copyright Registrations and Applications

None.

Item B. Copyright Licenses

None.

Item C: Patents and Applications

None.

Item D: Patent Licenses

None.

Item E: Trademark Registrations and Applications

None.

Item F: Trademark Licenses

None.

Item G: Trade Secret Licenses

None.

INTELLECTUAL PROPERTY

(Hardee's Food Systems, Inc.)

Item A: Copyright Registrations and Applications

See attached.

Item B. Copyright Licenses

None.

Item C: Patents and Applications

See Attached.

Item D: Patent Licenses

None.

Item E: Trademark Registrations and Applications

See Attached.

Item F: Trademark Licenses

Licenses to Franchisees and Licensees as of the Closing Date,
as set forth in Schedule 5.31 to the Credit Agreement

Item G: Trade Secret Licenses

None.

COPYRIGHTS

DESCRIPTION	REGISTRATION NUMBER	REGISTRATION DATE
ACCU - order system	TXu566109	3/29/93
Hardee's Nothing Like Hardee's	PAu455860	11/15/82
Hospitality 21: Best sales and service all around	PAu386706	2/16/82
Swim team generic	PA330001	7/7/87

DOMESTIC PATENTS

Description	Owner	U.S. Patent No.	Date of Patent	Comments
1. Method and Apparatus For Forming Meat Patties Having A Closer-To-Handformed Appearance and Texture	HFS	5,037,350	08-06-91	Patent Renewal filed 1995.
2. Control of Range Hood Emissions	HFS	4,363,642	12-14-82	

DOMESTIC REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

MARK	OWNER	CLASS NO.	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	8&15	RENEWAL DATE	COMMENTS
Are You Ready For Some Real Food	HFS	42	74/228,538	12/05/91	1,740,694	12/15/92		12/15/02	Registered US Trademark
Big Country	HFS	30,29	74/446,728	10/08/93	1,957,006	02/20/96		02/20/06	Registered US Trademark
Big Hardee	HFS	30	74/666,839	04/27/95					Pending; Notice of Allowance Granted
Big Taste Little Money	HFS	42	74/590,097	10/24/94	2,003,565	09/24/96		09/24/06	Registered US Trademark
Big Twin	HFS	30	75/380,184	10/27/97					Notice of Allowance
Biscuit Baker's Special	HFS	42	74/293,505	07/10/92	1,798,317	10/12/93		10/12/03	Registered US Trademark
Burger Chef	HFS	42	74/321,969	10/09/92	1,776,896	06/15/93		06/15/03	Registered US Trademark
Burger Chef and Design	HFS	42	74/322,334	10/13/92	1,832,980	04/26/94		04/26/04	Registered US Trademark
CHARCO-BROILED and Design	HFS	42	75/121,866	06/19/96	2,059,379	05/06/77		05/06/07	Registered US Trademark
Conqueror	HFS	1	73/114,507	02/02/77	1,081,417	01/10/78	Accepted	01/10/98	Expired for Non-Use
Fresh & Juicy	HFS	29	74/650,653	03/23/95	1,983,185	06/25/96		06/25/06	Registered US Trademark (Supplemental Register)
Frisco Kid	HFS	30	74/430,824	09/01/93	1,982,828	06/25/96		06/25/06	Registered US Trademark
Funburger	HFS	29	74/394,698	05/26/93					Abandoned for Non-Use
Funmeal	HFS	29	74/007,487	11/29/73	1,033,161	02/10/76	Accepted	02/10/06	Renewed Registered US Trademark
Funmeal	HFS	29,30	74/285,103	06/15/92	1,786,899	08/10/93		08/10/03	Registered US Trademark
Go All Out	HFS	42	75/471,489	04/21/98					Past for publication 12/01/98
HTTP://WWW.HARDEE'S.COM	HFS	42	75/120,819	06/18/96					Notice of Allowance Granted
Hardee's	HFS	42	72/136,764	01/29/62	741,048	11/20/62	Accepted	11/20/02	Registered US Service Mark
Hardee's	HFS	29,30 & 32	74/244,008	02/07/92	1,729,627	11/02/92	Applied For	11/02/02	Update of US Mark
Hardee's (Stylized)	HFS	29,30,32 & 42	74/169,950	05/24/91	1,774,336	06/01/93	Applied For	06/01/02	US Mark and Service Mark Registered
Hardee's (Flame Design)	HFS	42	75/115,967	06/05/96	2,055,304	04/22/97		04/22/07	Registered US Trademark
Hardee's	HFS	42	N/A	N/A	101-592	11/22/82		11/22/02	AL State Service Mark
Hardee's	HFS	42	N/A	N/A	166-20	renewed 09/13/92		11/22/02	DE State Service Mark
Hardee's	HFS	100	N/A	N/A	S7556	11/23/82		11/22/02	MO State Service Mark
Hardee's	HFS	N/A	N/A	N/A	13,504	11/23/82			MT State Trademark

DOMESTIC REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

MARK	OWNER	CLASS NO.	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	8&15	RENEWAL DATE	COMMENTS
Hardee's	HFS	N/A	N/A	N/A	0636428	06/15/92		06/15/02	NE State Service Mark
Hardee's	HFS	N/A	N/A	N/A	0636401	06/15/92		06/15/02	NE State Trademark
Hardee's	HFS	100	N/A	N/A	BK-99/ PG-27	11/23/82		11/23/02	TN State Service Mark
Hardee's	HFS	N/A	N/A	N/A	TN 92111603	03/14/93		03/14/03	NM State Service Mark
Hardee's	HFS	25	74/350,280	01/21/93	1,825,221	03/08/94		03/08/04	Registered US Mark
Hardee's (Stylized)	HFS	25	74/350,278	01/21/93	1,817,99	01/25/94		01/25/04	Registered US Mark - Publication
Hardee's Breakfast Sign Logo	HFS	42	74/293,718	07/13/92	1,758,992	03/16/93		03/16/04	Registered US Trademark
Hardee's Charbroiled Burger & Star Design	HFS/Carl's	42	75/578642	10/28/98					
Hardee's Frisco	HFS	42	74/293,308	07/13/92	1,872,913	01/10/95		01/10/05	Registered US Trademark
Hardee's Frisco Burger	HFS	42	74/271,555	05/01/92	1,880,961	02/28/95		02/28/05	Registered US Trademark
Hardee's Hefee	HFS	29	007,035	11/21/73	1,126,423	10/30/79	Accepted	10/30/99	Registered US Trademark
Hardee's Racing	HFS	41	74/481,622	01/24/94	1,924,150	10/03/95		10/03/05	Registered US Trademark
Hardee's & Star Design	HFS/Carl's	42	75/578723	10/28/98					
Hardee's The Frisco Taste Place	HFS	42	74/368,212	03/15/93	1,856,437	09/27/94		10/27/04	Registered US Mark
Hardee's to Go	HFS	42	74/458,711	11/16/93	1,862,926	11/15/94		11/15/04	Registered US Trademark
Hardee Holidays	HFS	42	74/330,474	11/12/92	1,843,916	07/05/94		07/05/04	Registered US Trademark
Hardee Pack	HFS	29	74/283,415	06/10/92	1,801,639	10/26/93		10/26/03	Registered US Trademark
Have A Good Meal	HFS	42	74/494,538	02/25/94	1,934,124	11/07/95		11/07/05	Registered US Trademark
Hot Melts	HFS	42	74/462,146	11/22/93	1,998,838	09/03/96		09/03/06	Registered US Trademark (Supplemental Register)
If You're Gonna Go, Go All Out	HFS	42	75/471,487	04/21/98					Past for Publication 12/01/98
It's Cool It's Hardee's	HFS	42	75/246,246	02/24/97	Pending	Pending	Pending	Pending	Statement of Intent to Use filed 01/06/99
It's Hot It's Hardee's	HFS	42	75/246,247	02/24/97	Pending	Pending	Pending	Pending	Statement of Intent to Use filed 01/06/99
Jr. Hardee	HFS	30	74/666,838	04/27/95	2,074,898	07/01/97			Registered US Trademark
Mama Tali's	HFS Ventures, Inc.	42	256,913	03/19/92	1,757,773	03/09/93		03/09/03	Abandoned for Non-Use

DOMESTIC REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

MARK	OWNER	CLASS NO.	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	8&15	RENEWAL DATE	COMMENTS
Monster Burger	HFS	29	74/167579	05/17/91	1716175	09/15/92	Accepted	09/15/02	Registered US Trademark Acquired from Rentschler Truck Auto Plaza
Monster Burger	HFS	N/A	N/A	N/A	19568	08/10/67			WI State Trademark acquired from James H. Hansen
Ready for Some Real Food?	HFS	42	74/246,584	02/18/92	1,833,509	04/26/94		04/26/04	Registered US Trademark
Real Lean	HFS	29	N/A	N/A	18726	01/14/92		01/14/02	MN State Trademark
Real Lean	HFS	46	N/A	N/A	24651	12/23/91		12/23/01	OK State Trademark
Rise and Shine	HFS	30	74/437,264	09/13/93	1,932,512	11/07/95		11/07/05	Registered US Trademark
Rise And Shine Made from Scratch Biscuits and Design	HFS	30	74/503,499	03/11/94	1,923,907	10/03/95		03/09/05	Registered US Trademark
Sandy's	Sandy's Franchise, Inc.	42	105,765	10/04/60	0,720,772	08/29/61	Accepted	08/29/01	Registered US Service Mark
Silly Sack	HFS	29	74/298,834	07/28/92	1,841,937	06/28/94		06/28/04	Registered US Trademark
Silly Sack	HFS	46	N/A	N/A	TM# 027762	11/29/85	N/A		Utah State Trademark
Tailgate Pack	HFS	42	74/323,768	10/19/92	1,815,228	01/04/94		01/04/04	Registered US Mark
The Frisco and Design	HFS	29	72/132,431	11/21/61	758,506	10/15/63	Accepted	10/15/03	Registered US Trademark acquired from Night Hawk Restaurants
The Boss	HFS	30	75/082,248	04/01/96	Pending	Pending			Application Suspended
Ultimate Omelet Biscuit	licensed from Denny's								Abandoned per agreement with Advantica
What Will They Think of Next?	HFS	42	75/193,797	11/06/96	2,095,300	09/09/97		09/09/07	Registered US Service Mark
Where America Goes for Breakfast!	HFS	42	75/080,014	03/28/96	2,037,209	02/11/97		02/11/07	Registered US Service Mark

ITEM E: FOREIGN REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Country	Mark Name	Application Number	App. Date	Reg. Number	Reg. Date	Renewal Date	Class #	Goods	Remarks
BAHAMAS	HARDEE'S			9328	12/29/92	12/29/06	42	SUBSTANCES USED AS FOOD OR AS INGREDIENTS IN FOOD	REGISTERED
BAHRAIN	HARDEE'S			SM89	11/17/94	11/17/04	42	RESTAURANT SERVICES	REGISTERED
BELIZE	HARDEE'S			4796	01/08/86	01/08/00	30	SEASONINGS (OTHER THAN ESSENTIAL OILS), CONDIMENTS, SUGAR, BEVERAGES, PREPARED MEALS AND SNACKS, ALL INCLUDED IN CLASS 30	REGISTERED
BELIZE	HARDEE'S			4794	05/24/86	05/24/00	32	NON-ALCOHOLIC DRINKS INCLUDED IN CLASS 32, AND FRUIT JUICES FOR USE AS BEVERAGES	REGISTERED
BELIZE	HARDEE'S			4795	01/08/86	01/08/00	29	BEVERAGES, PREPARED MEALS AND SNACKS, ALL INCLUDED IN CLASS 29	REGISTERED
BENELUX	FRISCO	802972	09/08/93	540878	08/01/94	09/08/04	30	SANDWICHES	REGISTERED
BENELUX	HARDEE'S	759134	02/01/91	498907	02/03/92	02/01/01	29, 30, 35, 42	RESTAURANT FRANCHISING SERVICES COFFEE, TEA, COCOA, SUGAR, RICE, TAPIOCA, SAGO, ARTIFICIAL COFFEE, FLOUR AND PREPARATIONS MADE FROM CEREALS, BREAD, PASTRY AND CONFECTIONERY, ICES, HONEY, TREACLE, YEAST, BAKING-POWDER, SALT, MUSTARD, VINEGAR, SAUCES (EXCEPT SALAD DRESSINGS), SPICES MEAT, FISH, POULTRY AND GAME, MEAT EXTRACTS, PRESERVED, DRIED AND COOKED FRUITS AND VEGETABLES, JELLIES, JAMS, EGGS, MILK AND MILK PRODUCTS, EDIBLE OILS AND FATS, SALAD DRESSINGS, PRESERVES. RESTAURANT SERVICES; EXPLOITATION OF HTE LICENSING RIGHTS	REGISTERED
BENELUX	HARDEE'S	820996	01/26/94	544082	01/26/94	01/26/04	29, 30, 35, 42	RESTAURANT SERVICES; EXPLOITATION OF THE LICENSING RIGHTS RESTAURANT FRANCHISING SERVICES COFFEE, TEA, COCOA, SUGAR, RICE TAPIOCA, SAGO, ARTIFICIAL COFFEE, FLOUR AND PREPARATIONS MADE FROM CERALS, BREAD, PASTRY AND CONFECTIONERY, ICES, HONEY, TREACLE, YEAST BAKING-POWDER, SALT, MUSTARD VINEGAR, SAUCES (EXCEPT SALAD DRESSINGS), SPICES, MEAT, FISH, POULTRY AND GAME, MEAT EXTRACTS, PRESERVED, DRIED AND COOKED FRUITS AND VEGETABLE, JELLIES, JAMS, EGGS, MILK AND MILK PRODUCTS, EDIBLE OILS AND FATS, SALAD DRESSINGS, PRESERVES	REGISTERED

ITEM E: FOREIGN REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Country	Mark Name	Application Number	App. Date	Reg. Number	Reg. Date	Renewal Date	Class #	Goods	Remarks
BERMUDA	HARDEE'S			8730	01/09/86	01/09/00	30	COFFEE, TEA, COCOA, SUGAR, RICE TAPIOCA, SAGO, COFFEE SUBSTITUTES; FLOUR AND PREPARATIONS MADE FROM CEREALS; BREAD, BISCUITS, CAKES, PASTRY AND CONFECTIONERY, ICES; HONEY, TREACLE; YEAST, BAKING POWER; SALT, MUSTARD; PEPPER, VINEGAR, SAUCES, SPICES, ICE.	REGISTERED
BERMUDA	HARDEE'S			8729	01/09/86	01/09/00	29	MEAT, FISH, POULTRY AND GAME; MEAT EXTRACTS; PRESERVED, DRIED AND COOKED FRUITS AND VEGETABLES; JELLIES, JAMS; EGGS, MILK AND OTHER DAIRY PRODUCTS; EDIBLE OILS AND FATS; PRESERVES, PICKLES	REGISTERED
BRAZIL	HARDEE'S			006310613	05/10/86	05/10/06	38	RESTAURANT SERVICES	REGISTERED
BRAZIL	HARDEE'S IN "RECTANGLE"			800079418	07/27/92	07/27/02	38	38.60 FOOD CATERING SERVICES	REGISTERED
BRITISH VIRGIN ISLANDS	HARDEE'S		01/24/94	1745	01/24/94	01/24/08	42	SUBSTANCES USED AS FOOD OR AS INGREDIENTS OF FOOD	REGISTERED
BRUNEI	HARDEE'S								ABEYANCE
CANADA	H DESIGN			210971	01/06/91	01/06/06	0	HOT DOGS, CHILI, MAYONNAISE, BEEFSTEAKS, FRIES, FISH SANDWICHES, STEAK SANDWICHES, MILK, MILK SHAKES, SHORTENING AND SAUCE, MEAT SAUCE, TEA AND CATSUP	REGISTERED
CANADA	HARDEE'S	374321	04/10/74				0	HOT DOGS, CHILI, MAYONNAISE, BEEFSTEAKS, CHEESE, HAMBURGERS, CHEESEBURGERS, FRENCH FRIES, FISH SANDWICHES, STEAK SANDWICHES, MILK, MILK SHAKE, SHORTENING AND PICKLE CHIPS AND MUSTARD, APPLE TURNOVERS, CHERRY TURNOVERS, COFFEE, TARTAR SAUCE, MEAT SAUCE, TEA, AND CATSUP RESTAURANT SERVICES.	ABEYANCE
CHINA (PRO)	HARDEE'S	93093595	09/30/93	772975	11/28/94	11/27/04	42	RESTAURANT SERVICES	REGISTERED
CHINA (PRO)	HARDEE'S	93104260	10/28/93	749472	06/07/95	06/06/05	29	BEEFSTEAKS, CHEESE, MILK, SHORTENING, MILK SHAKE	REGISTERED
CHINA (PRO)	HARDEE'S	93104261	10/28/93	747740	05/28/95	05/27/05	30	MUSTARD, APPLE TURNOVERS, CHERRY TURNOVERS, COFFEE, TARTAR SAUCE, MEAT SAUCE, TEA AND CATSUP, HOT DOGS, CHILI, MAYONNAISE, HAMBURGERS, CHEESEBURGERS, FRENCH FRIES, FISH SANDWICHES, STEAK SANDWICHES, PICKLE CHIPS...	REGISTERED
CHINA (PRO)	HARDEE'S (IN CHINESE CHARACTERS)	93093602	09/30/93	772979	11/28/94	11/27/04	42	RESTAURANT SERVICES	REGISTERED

ITEM E: FOREIGN REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Country	Mark Name	Application Number	App. Date	Reg. Number	Reg. Date	Renewal Date	Class #	Goods	Remarks
CHINA (PRO)	HARDEE'S (IN CHINESE CHARACTERS)	93104262	10/28/93	749471	06/07/95	06/06/05	29	BEEFSTEAKS, CHEESE, MILK, SHORTENING, MILK SHAKE	REGISTERED
CHINA (PRO)	HARDEE'S (IN CHINESE CHARACTERS)	93104263	10/28/93	747742	05/28/95	05/27/05	30	MUSTARD, APPLE TURNOVERS, CHERRY TURNOVERS, COFFEE, TARTAR SAUCE, MEAT SAUCE, TEA AND CATSUP, HOT DOGS, CHILI, MAYONNAISE, HAMBURGERS, CHEESEBURGERS, FRENCH FRIES, FISH SANDWICHES, STEAK SANDWICHES, PICKLES CHIPS.	REGISTERED
COLUMBIA	HARDEE'S	257859	07/03/86				42	SERVICES BY AND FOR RESTAURANTS, SELF-SERVICE ESTABLISHMENTS, HOTELS, LODGINGS, BOARDING HOUSES, CAFETERIAS, CASINOS, CANTEENS, HOME AND ANY OTHER ESTABLISHMENTS ENGAGED IN LODGING AND/OR BOARDING OF PERSONS; SERVICES OF SUPPLY OF FOOD, MANAGING AND ASSISTANCE FOR THAT TYPE OF ESTABLISHMENT, RENTAL OR SUPPLY SERVICES APPARATUS, MACHINES, UNIFORMS AND APPLIANCES OR UTENSILS FOR THE SAME TYPE OF ESTABLISHMENTS, AND ALL KINDS OF SIMILAR SERVICES	PENDING
COSTA RICO	HARDEE'S			48285/1404	09/26/89	09/26/99	45	AERATED WATERS, MINERAL WATERS IN GENERAL, GINGER ALES, MILK SHAKES, COOL DRINKS IN GENERAL, JUICES AND OTHER NON-ALCOHOLIC BEVERAGES	REGISTERED
COSTA RICA	HARDEE'S			48302/1405	09/30/89	09/30/99	30	BREAD, CRACKERS, PASTRY, ESPECIALLY PASTRY OF APPLES AND OTHER FRUITS, HAMBURGERS, FISH SANDWICHES, SANDWICHES IN GENERAL, FRENCH FRIES, FRIED FOODS IN GENERAL	REGISTERED
EGYPT	HARDEE'S		07/29/89	56135	07/29/89	07/29/99	42	RESTAURANT SERVICES	REGISTERED
EGYPT	HARDEE'S (STYLIZED)			56213	08/27/89	08/27/99	42	RESTAURANT SERVICES	REGISTERED
EL SALVADOR	HARDEE'S	4225/93	11/18/93				42	RESTAURANT SERVICES	PENDING
EUROPEAN COMMUNITY	HARDEE'S						29, 30 and 42		PENDING
FRANCE	HARDEE'S	264154	01/29/91	1725211	01/29/91	01/29/01	42	RESTAURANT SERVICES AND SERVICES RENDERED BY A FRANCHISER, NAMELY TRANSFER (PLACING AT DISPOSAL) OF KNOW-HOW AND LICENSE GRANTING	REGISTERED

ITEM E: FOREIGN REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Country	Mark Name	Application Number	App. Date	Reg. Number	Reg. Date	Renewal Date	Class #	Goods	Remarks
FRANCE	HARDEE'S	93482601	09/07/93	93482601	09/07/93	09/07/03	30	COFFEE, TEA, COCOA, SUGAR, RICE, TAPIOCA, SAGO, ARTIFICIAL COFFEE, FLOUR AND PREPARATIONS MADE FROM CEREALS, BREAD, PASTRY AND CONFECTIONERY, EDIBLE ICES, HONEY, TREACLE, YEAST, BAKING-POWDER, SAGE, MUSTARD, VINEGAR, SAUCES (CONDIMENTS), SPICES; ICE TO REFRESH	REGISTERED
GREECE	HARDEE'S	114888	07/01/93	114888	08/17/95	07/01/03	29; 30, 42	MEAT, FISH, POULTRY AND GAME, MEAT EXTRACTS, PRESERVED, DRIED AND COOKED FRUITS AND VEGETABLES, JELLIES, JAMS, EGGS, MILK AND MILK PRODUCTS, EDIBLE OILS AND FATS, SALAD DRESSINGS, PRESERVES. COFFEE, TEA, COCOA, SUGAR, RICE, TAPIOCA, SAGO, ARTIFICIAL COFFEE, FLOUR AND PREPARATIONS MADE FROM CEREALS, BREAD, PASTRY AND CONFECTIONERY, ICES, HONEY, TREACLE, YEAST, BAKING-POWDER, SALT, MUSTARD, BENEGARD, SAUCES (EXCEPT SALAD DRESSINGS) SPICES RESTAURANT SERVICES	REGISTERED
GUATEMALA	HARDEE'S	165	01/22/85	49817176/111	02/25/96		42	RESTAURANT SERVICES	DISPATCHED
GUATEMALA	HARDEE'S			29151-A/354/73	04/07/95	04/07/05	32	BEERS, MINERAL AND AERATED WATERS AND OTHER NON-ALCOHOLIC DRINKS, FRUIT DRINKS AND FRUIT JUICES, SYRUPS AND OTHER PREPARATIONS FOR MAKING BEVERAGES.	REGISTERED
GUATEMALA	HARDEE'S AND "H" DESIGN			28671/373/72	11/07/94	11/07/04	29	MEAT, FISH, POULTRY AND GAME, MEAT EXTRACTS, PRESERVED, DRIED AND COOKED FRUITS AND VEGETABLES, JELLIES, JAMS, EGGS, MILK AND MILK PRODUCTS, EDIBLE OILS AND FATS, SALAD DRESSINGS, PRESERVES	REGISTERED
HONDURAS	HARDEE'S			303	12/21/94	12/21/04	42	RESTAURANTS SERVICES	REGISTERED
HONDURAS	HARDEE'S		02/23/90	83	03/20/90	03/20/00	42	OPERATING AND FRANCHISE SERVICES OF RESTAURANTS	REGISTERED
HONG KONG	HARDEE'S			1400/1981	02/06/86	02/06/00	30	COFFEE, TEA, COCOA, SUGAR, RICE, TAPIOCA, SAGO, COFFEE SUBSTITUTES; FLOUR, AND PREPARATIONS MADE FROM CEREALS; BREAD, BISCUITS, CAKES, PASTRY AND CONFECTIONERY, ICES; HONEY, TREACLE; YEAST, BAKING-POWDER; SALT, MUSTARD; PEPPER, VINEGAR, SAUCES; SPICES; ICE	REGISTERED

ITEM E: FOREIGN REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Country	Mark Name	Application Number	App. Date	Reg. Number	Reg. Date	Renewal Date	Class #	Goods	Remarks
HONG KONG	HARDEE'S			1399/1981	02/06/86	02/06/00	29	MEAT, FISH, POULTRY AND GAME; MEAT EXTRACTS; PRESERVED, DRIED AND COOKED FRUITS AND VEGETABLES; JELLIES, JAMS; EGGS, MILK AND OTHER DAIRY PRODUCTS; EDIBLE OILS AND FATS, PRESERVES, PICKLES	REGISTERED
HONG KONG	HARDEE'S	10067/92	04/11/92	A4897/1993	11/16/93	04/11/99	42	RESTAURANT SERVICES INCLUDED IN CLASS 42	REGISTERED
HONG KONG	HARDEE'S (IN CHINESE CHARACTERS)	10066/92	04/11/92	A5278/1993	12/03/93	04/11/99	42	RESTAURANT SERVICES	REGISTERED
INDONESIA	HARDEE'S	HE.HC.01.01-8340		304061	08/31/93	08/31/03	29	MEAT, FISH, POULTRY AND GAME, MEAT EXTRACTS; PRESERVED, DRIED AND COOKED FRUITS AND VEGETABLES; JELLIES, JAMS; EGGS, MILK AND OTHER DAIRY PRODUCTS; EDIBLE OILS AND FATS; PRESERVES, PICKLES	REGISTERED
INDONESIA	HARDEE'S	H4.HC.01.02-8337		304059	08/31/93	02/28/03	30	COFFEE, TEA, COCOA, SUGAR, RICE, TAPIOCA, SAGO, COFFEE SUBSTITUTES; FLOUR, AND PREPARATIONS MADE FROM CEREALS, BREAD, BISCUITS, CAKES, PASTRY AND CONFECTIONERY; ICES; HONEY, TREACLE; YEAST, BAKING-POWDER; SALT, MUSTARD; PEPPER, VINEGAR, SAUCES, SPICES, ICE	REGISTERED

ITEM E: FOREIGN REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Country	Mark Name	Application Number	App. Date	Reg. Number	Reg. Date	Renewal Date	Class #	Goods	Remarks
ITALY	HARDEE'S IN "RECTANGLE"	33635C/81	04/13/8	439687	08/05/86	04/13/01	29, 30, 42	RESTAURANT SERVICES AND OTHER SIMILAR SERVICES; FOOD PRODUCTS SUCH AS BUNS STUFFED WITH SAUSAGES, CHILI (RED PEPPER), MAYONNAISE, STEAKS, CHEESES, HAMBURGER (MINCED STEAK), BUNS STUFFED WITH CHEESE, FRIED POTATOES, BUNS STUFFED WITH FISH, BUNS STUFFED WITH MEAT, MILK, MILK SHAKES, FATS FOR PASTRY MAKING, PICKLES, MUSTARD (FRENCH), MUSTARDS, APPLES PIES, CHERRY PIES, COFFEE AND COFFEE SUBSTITUTES, TARTAR SAUCE, MEAT SAUCE, KETCHUP (TOMATO SAUCE), TEA AND TEA SUBSTITUTES; MEAT, FISH, POULTRY AND GAME, MEAT EXTRACTS, PRESERVED, DRIED AND COOKED FRUIT AND VEGETABLES, JELLIES, JAMS, EGGS, MILK PRODUCTS, EDIBLE OILS AND FATS, PRESERVES, FOODS IN BRINE (PICKLED FOODS); COCOA AND CHOCOLATE, SUGAR, RICE, TAPIOCA, SAGO, FLOURS, PREPARATIONS MADE FROM CEREALS, BREADS, CRACKERS, TARTS, BAKED PRODUCTS, PASTRY, CANDIES, EDIBLE ICES, HONEY, MOLASSES SYRUP, YEAST AND BAKING POWDERS, SALT, PEPPER, VINEGAR, SAUCES, SPICES, ICE	REGISTERED

ITEM E: FOREIGN REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Country	Mark Name	Application Number	App. Date	Reg. Number	Reg. Date	Renewal Date	Class #	Goods	Remarks
ITALY	HARDEE'S IN "RECTANGLE"	41355C/89	08/22/89	571071	05/18/92	08/22/99	29, 30, 42	MILK, MILKSHAKE, FATS FOR PASTRY, PICKLES, TARTAR SAUCE, MEAT SAUCE, KETCHUP (TOMATO SAUCE), MEAT, FISH, POULTRY AND GAME., PRESERVED DRIED AND COOKED FRUITS AND VEGETABLES, JELLIES, JAMS, EGGS, MILK PRODUCTS, EDIBLE OILS AND FATS, PRESERVES, PICKLED FOOD PRODUCTS FOOD PRODCUTS SUCH AS SAUSAGES, SANDWAICHES, CHILI (RED PEPPER), MAYONNAISE, BEEF STEAKS, CHEESE, HAMBURGERS (CHOPPED BEEF STEAKS), CHEESE SANDWICHES, POTATO CHIPS, FISH SANDWICHES, MEAT SANDWICHES, MUSTARD, APPLE PIE, CHERRY PIE, COFFEE AND COFFEE SUBSTITUTES, TEA AND TEA SUBSTITUTES; COCOA AND CHOCOLATE, SUGAR, RICE, APIOCCA, SAGO, FLOURS AND PREPARATIONS MADE OF CEREALS, BREAD, BISCUITS, CAKES, BAKERY PRODUCTS, PASTRY, CONFECTIONERY, EDIBLE ICE-CREAM, HONEY, MOLASSES, YEAST AND BAKING POWDERS, SALT, PEPPER, VINEGAR, SAUCES, SPICES, ICE. RESTARUANT SERVICES AND OTHER SIMILAR SERVICES	REGISTERED
JAMAICA	HARDEE'S		02/01/86	B19972	02/01/86	02/01/00	29	MEAT, FISH, POULTRY AND GAME; MEAT EXTRACTS; PRESERVED, DRIED AND COOKED FRUITS AND VEGETABLES; JELLIES, JAMS, EGGS, MILK AND OTHER DAIRY PRODUCTS; EDIBLE OILS AND FATS; PRESERVES, PICKLES	REGISTERED
JAPAN	HARDEE'S	HEI 4-101442	04/02/92	3135963	03/29/96	12/29/05	42	RESTAURANT SERVICES	REGISTERED
JAPAN	HARDEE'S	HEI 5-109279	10/28/93	3193945	08/30/96	05/30/06	32	SOFT DRINKS (EXCLUDING COFFEE SYRUP); FRUIT JUICES; ICE	REGISTERED
JORDAN	HARDEE'S			17738	11/24/86	11/24/00	30	COFFEE, TEA, COCOA, SUGAR, RICE, TAPIOCCA, SAGO, COFFEE SUBSTITUTES; FLOUR AND PREPARATIONS MADE FROM CEREALS; BREAD, BISCUITS, CAKES, PASTRY, AND CONFECTIONERY, ICES; HONEY, TREACLE; YEAST, BAKING-POWDER, SALT, MUSTARD, PEPPER, VINEGAR, SAUCES, SPICES, ICE.	REGISTERED
JORDAN	HARDEE'S			17737	11/24/86	11/24/00	29	MEAT, FISH, POULTRY, AND GAME; MEAT EXTRACTS; PRESERVED, DRIED AND COOKED FRUITS AND VEGETABLES; JELLIES, JAMS, EGGS, MILK AND OTHER DIARY PRODUCTS; EDIBLE OILS AND FAST; PRESERVES, PICKLES.	REGISTERED

ITEM E: FOREIGN REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Country	Mark Name	Application Number	App. Date	Reg. Number	Reg. Date	Renewal Date	Class #	Goods	Remarks
KOREA, SOUTH	HARDEE'S	2700/1989	10/14/89	14037	05/13/91	05/13/01	112	RESTAURANT SERVICES AND RESTAURANT FRANCHISING SERVICES	REGISTERED
KOREA, SOUTH	HARDEE'S	41546/1993	11/19/93	311905	04/20/95	04/20/05	3	DRY CONFECTIONERY, ICE CREAM, BISCUITS, HOT CAKES, PASTRY, PUDDING, BREAD FOR HAMBURGER USE, HONEY AND RICE CAKES	REGISTERED
KOREA, SOUTH	HARDEE'S	41545/1993	11/19/93	304012	12/15/94	12/12/04	2	RICE, KIDNEY BEANS, WHEAT FLOUR, ONION, SUGAR CANE, CANNED FRUITS, VEGETABLE SOUP, BEAN-CURD, SANDWICHES AND APPLE.	REGISTERED
KOREA, SOUTH	HARDEE'S	41548/1993	11/19/93	305793	01/14/95	01/14/05	7	BEEF, CHICKEN, CHICKEN EGGS, HAMBURGER, SAUSAGE, COW'S MILK, CHEESE, MARGARINE, SOY BEAN OIL AND FOWL.	REGISTERED
KOREA, SOUTH	HARDEE'S	41549/1993	11/19/93	302870	11/28/94	11/29/04	8	SALMON, LOBSTER, SHRIMP, OYSTER, ANCHOVY, CONCH, AGAR-AGAR, CANNED MARINE PRODUCTS, BOTTLED MARINE PRODUCTS, SMOKED FISH AND CLAM.	REGISTERED
KOREA, SOUTH	HARDEE'S	41547/1993	11/19/93	302132	11/17/94	11/17/94	5	BLACK TEA, COFFEE, COCA, SODA POP, LEMONADE, ORANGE JUICE, FRUIT SYRUP, AERATED WATER, MINERAL WATER AND ICE.	REGISTERED
KOREA, SOUTH	HARDEE'S (IN HANGUL CHARACTERS)	41550/1993	11/19/93	304013	12/15/94	12/15/04	2	RICE, KIDNEY BEAN, WHAT FLOUR ONION, SUGAR CANE, CANNED FRUITS, VEGETABLE SOUP, BEAN-CURD, SANDWICHES AND APPLE.	REGISTERED
KOREA, SOUTH	HARDEE'S (IN HANGUL CHARACTERS)	41552/1993	11/19/93	302133	11/17/94	11/17/04	5	BLACK TEA, COFFEE, COCOA, SODA POP, LEMONADE, ORANGE JUICE, FRUIT SYRUP, AERATED WATER, MINERAL WATER AND ICE.	REGISTERED
KOREA, SOUTH	HARDEE'S (IN HANGUL CHARACTERS)	41553/1993	11/19/93	305799	01/14/95	01/14/05	7	BEEF, CHICKEN, CHICKEN EGGS, HAMBURGER, SAUSAGE, COW'S MILK, CHEESE, MARGARINE, SOY BEAN OIL AND FOWL.	REGISTERED
KOREA, SOUTH	HARDEE'S (IN HANGUL CHARACTERS)	41551/1993	11/19/93	311904	04/20/95	04/20/05	3	DRY CONFECTIONERY, ICE CREAM, BISCUITS, HOT CAKES, PASTRY, PUDDING, BREAD FOR HAMBURGER USE, HONEY AND RICE CAKES	REGISTERED
KOREA, SOUTH	HARDEE'S (IN HANGUL CHARACTERS)	93-7127	11/19/93	026600	04/04/95	04/04/05	112	RESTAURANT SERVICES AND RESTAURANT FRANCHISING SERVICES	REGISTERED
KOREA, SOUTH	HARDEE'S (IN HANGUL CHARACTERS)	41554/1993	11/19/93	308103	02/16/95	02/16/05	8	SALMON, LOBSTER, SHRIMP, OYSTERS, ANCHOVY, CONCH, AGAR-AGAR, CANNED MARINE PRODUCTS, BOTTLED MARINE PRODUCTS, SMOKED FISH AND CLAM	REGISTERED
KOREA, SOUTH	HARDEE'S & HARDEE'S IN HANGUL CHARACTERS AND STRIPE DESIGN	1998-8222	10/10/98				42	SELF-SERVICE RESTAURANT SERVICES, CANTEN SERVICES, SNACK BAR SERVICES, RESTAURANT CHAIN SERVICES, FOOD PREPARING AND CATERING SERVICES, BAKERY SERVICES, CAFETERIA SERVICES, REST-STOP SERVICES	PENDING

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KOREA, SOUTH	HARDEE'S AND HARDEE'S IN HANGUL CHARACTERS	1998-8223	10/10/98				42	SELF-SERVICE RESTAURANT SERVICES, CANTEN SERVICES, SNACK BAR SERVICES, RESTAURANT CHAIN SERVICES, FOOD PREPARING AND CATERING SERVICES, BAKERY SERVICES, CAFETERIA SERVICES, REST-STOP SERVICES	PENDING
KOREA, SOUTH	HARDEE'S AND STRIPE DESIGN	1998-8224	10/10/98				42	SELF-SERVICE RESTAURANT SERVICES, CANTEN SERVICES, SNACK BAR SERVICES, RESTAURANT CHAIN SERVICES, FOOD PREPARING AND CATERING SERVICES, BAKERY SERVICES, CAFETERIA SERVICES, REST-STOP SERVICES	PENDING
KOREA, SOUTH	THE BOSS BURGER	53670/1966	12/04/96	408718	06/08/98	06/08/08	3	HAMBURGER SANDWICH, WITH CHEESE, LETTUCE AND SAUCE	REGISTERED
KUWAIT	HARDEE'S	31409	07/10/95				42	RESTAURANT SERVICES	PENDING
KUWAIT	HARDEE'S (IN ARABIC CHARACTERS)	32039	10/07/95				29	MEAT, FISH, POULTRY AND GAME, MEAT EXTRACTS, PRESERVED, DRIED AND COOKED FRUITS AND VEGETABLES, JELLIES, JAMES, EGGS, MILK AND MILK PRODUCTS, EDIBLE OIL AND FATS, SALAD DRESSINGS, PRESERVES	PENDING
KUWAIT	HARDEE'S (IN ARABIC CHARACTERS)	32041	10/07/95				42	RESTAURANT SERVICES	PENDING
KUWAIT	HARDEE'S (IN ARABIC CHARACTERS)	32040	10/07/95				30	COFFEE, TEA, COCOA, SUGAR, RICE, TAPIOCA, SAGO, ARTIFICIAL COFFEE, FLOUR AND PREPARATIONS MADE FROM CEREALS, BREAD, PASTRY AND CONFECTIONERY, ICES, HONEY, TREACLE, YEAST, BAKING-POWDER, SALT, MUSTARD, VINEGAR, SAUCES (EXCEPT SALAD DRESSINGS), SPICES.	PENDING
KUWAIT	HARDEE'S (STYLIZED)			10793	12/04/89	12/04/99	30	MUSTARD, MILK SHAKES, APPLE TURNOVRS, CHERRY TURNOVERS, COFFEE, TARTAR SAUCE, MEAT SAUCE, TEA AND CATSUP	REGISTERED
KUWAIT	HARDEE'S (STYLIZED)			10792	12/04/89	12/04/99	29	HOT DOGS, CHILI, MAYONNAISE, BEEF STEAKS, CHEESE, HAMBURGERS, CHEESEBURGERS, FRENCH FRIES, FISH SANDWICHES, MILK, VEGETABLE-DERIVED SHORTENING, AND PICKLE CHIPS	REGISTERED
LEBANON	HARDEE'S	2/6417	06/06/96				42	RESTAURANT SERVICES	PENDING

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Country	Mark Name	Application Number	App. Date	Reg. Number	Reg. Date	Renewal Date	Class #	Goods	Remarks
LEBANON	HARDEE'S			53823	01/29/90	01/29/05	29, 30	FOOD PRODUCTS, INCLUDING HOT DOGS, CHILI, MAYONNAISE, BEEFSTEAKS, CHEESE, HAMBURGERS, CHEESEBURGERS, FRENCH FRIES, FISH SANDWICHES, STEAK SANDWICHES, MILK, MILKSHAKES, SHORTENING, PICKLE CHIPS, MUSTARD, APPLE TURNOVERS, CHERRY TURNOVERS, COFFEE, TARTAR SAUCE, MEAT SAUCE, TEA AND CATSUP; TAKE-AWAY CARTONS, FOOD PACKAGING, MENU CARDS, NAPKINS, BEVERAGE CONTAINERS, SANDWICH ENVELOPES, PLACENTAS, INDOOR AND OUTDOOR SIGNS. SEE CLASS 29	REGISTERED
MACAU	HARDEE'S	891-M	10/02/87	891-M	06/15/90	06/15/00	42	RESTAURANT SERVICES AND RESTAURANT FRANCHISING SERVICES	REGISTERED
MALAYA	HARDEE'S (STYLIZED)			M/95771	07/09/89	07/09/03	29	BISCUITS, EGGS, HAM, CHICKEN PATTIES, SAUSAGE, BACON (REGULAR AND CANADIAN) BEEFSTEAK, PANCAKES, HASH BROWN POTATOES, MILK, CREAM, JELLY AND JAMS, GRAVY, CINNAMON RAISIN BISCUITS, BUTTER, VEGETABLE OIL (PEANUT AND SOYBEAN), HAMBURGERS, PICKLES, LETTUCE, ROAST BEEF, TOMATOES, TURKEY CLUB SANDWICH, SALADS AND DRESSINGS, BEEF HOT DOGS, CHICKEN, FRENCH FRIES, FISH FILETS, ICE-CREAM, SUNDAE TOPPINGS, COOKIES, APPLE TURNOVERS, COLE SLAW, CHILI AND CONDIMENTS, INCLUDING MUSTARD, KETCHUP, BARBECUE SAUCE, MAYONNAISE AND TARTAR SAUCE	REGISTERED
MEXICO	FRISCO	196395	04/15/94	501050	08/14/95	04/15/04	30	MEAT AND CHICKEN SANDWICHES	REGISTERED
MEXICO	HARDEE'S	196393	04/15/94	499431	07/28/95	04/15/04	29	MEAT, FISH, POULTRY AND GAME, MEAT EXTRACTS, PRESERVED, DRIED AND COOKED FRUITS AND VEGETABLES, JELLIES, JAMS, EGGS, MILK AND MILK PRODUCTS, EDIBLE OILS AND FATS, SALAD DRESSINGS, PRESERVES	REGISTERED
MEXICO	HARDEE'S	196394	04/15/94	499432	07/28/95	04/15/04	30	COFFEE, TEA, COCOA, SUGAR, RICE, TAPIOCA, SAGO, ARTIFICIAL COFFEE, FLOUR AND PREPARATIONS MADE FROM CEREALS, BREAD, PASTRY AND CONFECTIONERY, ICES, HONEY, TREACLE, YEAST, BAKING-POWDER, SALT, MUSTARD, VINEGAR, SAUCES (EXCEPT SALAD DRESSINGS), SPICES	REGISTERED

ITEM E: FOREIGN REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Country	Mark Name	Application Number	App. Date	Reg. Number	Reg. Date	Renewal Date	Class #	Goods	Remarks
MEXICO	HARDEE'S	100983	11/14/90	425399	11/16/92	11/14/00	42	FOOD AND BEVERAGE SERVICE PREPARED FOR CONSUMPTION IN RESTAURANTS, NIGHT CLUBS, SALOONS AND BARS	REGISTERED
MOROCCO	HARDEE'S	393	09/26/79	29561	09/26/79	09/26/99	42	RESTAURANT SERVICES AND RESTAURANT FRANCHISING SERVICES	REGISTERED
OMAN	HARDEE'S	8755	08/16/93			08/16/03	29	MEAT, FISH, POULTRY AND GAME, MEAT EXTRACTS, PRESERVED, DRIED AND COOKED FRUITS AND VEGETABLES, JELLIES, JAMES, EGGS, MILK AND MILK PRODUCTS, EDIBLE OILS AND FATS, SALAD DRESSINGS, PRESERVES	PENDING
OMAN	HARDEE'S	8756	08/16/93			08/16/03	30	COFFEE, TEA, COCOA, SUGAR, RICE, TAPIOCA, SAGO, ARTIFICIAL COFFEE, FLOUR AND PREPARATIONS MADE FROM CEREALS, BREAD, PASTRY AND CONFECTIONERY, ICES, HONEY, TREACLE, YEAST, BAKING-POWER, SALT, MUSTARD, VINEGAR, SAUCES (EXCEPT SALAD DRESSINGS), SPICES	PENDING
OMAN	HARDEE'S	8757	08/16/93			08/16/03	42	RESTAURANT SERVICES	PENDING
PAKISTAN	HARDEE'S	116474	07/28/92			07/28/99	32	BEERS, MINERAL AND AERATED WATERS AND OTHERS NON-ALCOHOLIC DRINKS, FRUIT DRINKS AND FRUIT JUICES, SYRUPS AND OTHER PREPARATIONS FOR MAKING BEVERAGES	PENDING
PAKISTAN	HARDEE'S	116472	07/28/92			07/28/99	30	COFFEE, TEA, COCOA, SUGAR, RICE, TAPIOCA, SAGO, ARTIFICIAL COFFEE, FLOUR AND PREPARATIONS MADE FROM CEREALS, BREAD, PASTRY AND CONFECTIONERY, ICES, HONEY, TREACLE, YEAST, BAKING-POWDER, SALT, MUSTARD, VINEGAR, SAUCES (EXCEPT SALAD DRESSINGS), SPICES	PENDING
PAKISTAN	HARDEE'S	116473	07/28/92			07/28/99	29	MEAT, FISH, POULTRY AND GAME, MEAT EXTRACTS, PRESERVED, DRIED AND COOKED FRUITS AND VEGETABLES, JELLIES, JAMS, EGGS, MILK AND MILK PRODUCTS, EDIBLE OILS AND FATS, SALAD DRESSINGS, PRESERVES.	PENDING
PANAMA	HARDEE'S	037591		037591	10/03/95	10/03/05	42	RESTAURANT SERVICES	REGISTERED
PHILIPPINES	HARDEE'S	50677	03/18/83	39906	07/14/88	07/14/08	42	RESTAURANT SERVICES	REGISTERED
PORTUGAL	HARDEE'S	217385	08/12/82	217385	05/03/89	05/03/99	42	RESTAURANT SERVICES AND RESTAURANT FRANCHISING SERVICES	REGISTERED

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Country	Mark Name	Application Number	App. Date	Reg. Number	Reg. Date	Renewal Date	Class #	Goods	Remarks
PUERTO RICO	HARDEE'S	36476		36476	05/19/95	05/15/05	30	MUSTARD, MILK SHAKES, APPLE TURNOVERS, CHERRY TURNOVERS, COFFEE, TARTAR SAUCE, MEAT SAUCE, TEA, KETCHUP, FISH SANDWICHES, STEAK SANDWICHES, HAMBURGER SANDWICHES, HOT CHOCOLATE, HAM SANDWICHES, TURKEY SANDWICHES, CHICKEN SANDWICHES, ICE CREAM, FROZEN CONFECTIONS, FROZEN YOGURT, BISCUITS, MUFFINS, PANCAKES, GRAVY, TORTILLAS, COOKIES AND PIZZA	REGISTERED
PUERTO RICO	HARDEE'S			6813	11/20/82	11/20/02	42	US 100 RESTAURANT SERVICES	REGISTERED
PUERTO RICO	HARDEE'S	36477		36477	05/19/95	05/19/05	42	RESTAURANT SERVICES	REGISTERED
PUERTO RICO	HARDEE'S	36475		36475	05/19/95	05/19/05	29	HOT DOGS, CHILLI, MAYONNAISE, BEEFSTEAKS, CHEESE, HAMBURGERS, CHEESEBURGER, FRENCH FRIES, MILK, VEGETABLE-DERIVED SHORTENING, PICKLE CHIPS, GARDEN SALADS, EGGS, SAUSAGE, BACON, CHICKEN WINGS, PROCESSED POTATOES, FRIED CHICKEN AND ROAST BEEF	REGISTERED
PUERTO RICO	HARDEE'S	36474		36474	05/19/95	05/19/05	32	CARBONATED AND NON-CARBONATED SOFT DRINKS AND ORANGE JUICE	REGISTERED
QATAR	HARDEE'S IN ARABIC CHARACTERS		10/14/94	4554		10/14/04	42	RESTAURANT SERVICES	REGISTERED
RAS-AL-KHAIMAH	HARDEE'S			1497	09/29/89	09/29/99	41	RESTAURANT SERVICES AND RESTAURANT FRANCHISING SERVICES	REGISTERED
SABAH	HARDEE'S			S/B 30291	08/10/93	08/10/03	29	BEVERAGES, PREPARED MEALS AND SNACKS, ALL INCLUDED IN CLASS 29	REGISTERED
SARAWAK	HARDEE'S			25586	08/19/89	08/19/03	29	BEVERAGES, PREPARED MEALS AND SNACKS.	REGISTERED
SAUDI ARABIA	FRISCO	23015	11/17/93	35636	10/28/95	07/17/03	30	SANDWICHES	REGISTERED
SAUDI ARABIA	FRISCO (IN ARABIC CHARACTERS)	30646	08/30/95	38618	10/14/96		30	SANDWICHES	REGISTERED
SAUDI ARABIA	FRISCO (IN ARABIC CHARACTERS)	30646	08/30/95	38619			42	RESTAURANT AND FAST FOOD SERVICES	REGISTERED
SAUDI ARABIA	HARDEE'S	23014	11/17/93	33691	04/26/95	07/25/03	42	RESTAURANT SERVICES	REGISTERED

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Country	Mark Name	Application Number	App. Date	Reg. Number	Reg. Date	Renewal Date	Class #	Goods	Remarks
SAUDI ARABIA	HARDEE'S			87/20	06/18/89	03/03/99	29, 30	HOT DOGS, CHILI, MAYONNAISE, BEEFSTEAKS, CHEESE, HAMBURGERS, CHEESEBURGER, FRENCH FRIES, FISH SANDWICHES, STEAK SANDWICHES, MILK, VEGETABLE-DERIVED SHORTENING, AND PICKLE CHIPS	REGISTERED
SAUDI ARABIA	HARDEE'S (IN ARABIC CHARACTERS)	25024	05/07/94	336/94	04/26/95	01/10/04	42	MUSTARD, MILK SHAKES, APPLE TURNOVERS, CHERRY TURNOVERS, COFFEE, TARTAR SAUCE, MEAT SAUCE, TEA, CATSUP	REGISTERED
SAUDI ARABIA	HARDEE'S	25022	05/07/94	336/92	04/26/95	01/10/04	29	MEAT, FISH, POULTRY AND GAME, MEAT EXTRACTS, PRESERVED, DRIED AND COOKED FRUITS AND VEGETABLES, JELLIES, JAMS, EGGS, MILK AND MILK PRODUCTS, EDIBLE OILS AND FATS, SALAD DRESSINGS, PRESERVES.	REGISTERED
SAUDI ARABIA	HARDEE'S (IN ARABIC CHARACTERS)	25023	05/07/94	336/93	04/26/95	01/10/04	30	COFFEE, TEA, COCOA, SUGAR, RICE, TAPIOCA, SAGO, ARTIFICIAL COFFEE, FLOUR AND PREPARATIONS MADE FROM CEREALS, BREAD, PASTRY AND CONFECTIONERY, ICES, HONEY, TREACLE, YEAST, BAKING-POWDER, SALT, MUSTARD, VINEGAR, SAUCES (EXCEPT SALAD DRESSINGS), SPICES, ICE	REGISTERED
SINGAPORE	HARDEE'S			B2903/82	06/07/89	06/07/03	29	BEVERAGES, PREPARED MEALS AND SNACKS, ALL IN INCLUDED IN CLASS 29	REGISTERED
SOUTH AFRICA	HARDEE'S	96/9626	07/16/96				42		PENDING
SPAIN	HARDEE'S	916823	02/19/95	916823	02/19/80	02/19/00	42	RESTAURANT SERVICES AND RESTAURANT FRANCHISING SERVICES	REGISTERED
SUDAN	HARDEE'S			18081	09/26/89	09/26/99	42	RESTAURANT SERVICES AND RESTAURANT FRANCHISING SERVICES	REGISTERED
TAIWAN	HARDEE'S			8937	01/16/93	01/15/03	7		REGISTERED
TAIWAN	HARDEE'S (IN CHINESE CHARACTERS)	74-44720	10/28/85	323567	05/01/96	04/30/06	22	ANIMAL MILK, MILK POWDER, LIQUID MILK, CREAM, BUTTER, AND ADMIXTURES AND IMITATIONS THEREOF	REGISTERED
TAIWAN	HARDEE'S (IN CHINESE CHARACTERS)	76-41455	08/01/87	32883	08/16/96	08/15/06	7	DINING, LODGING AND TRAVEL	REGISTERED
TAIWAN	HARDEE'S (IN CHINESE CHARACTERS)	74-44723	10/28/85	319403	04/01/96	03/31/06	28	DRIED, FRESH, PRESERVED PICKLES, OR FROZEN FRUITS OR VEGETABLES, AND SUCH ITEMS PACKED IN CANS	REGISTERED

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TAIWAN	HARDEE'S (IN CHINESE CHARACTERS)	75-05399	02/06/86	22031	08/15/96	08/15/06	7	DINING, LODGING AND TRAVEL	REGISTERED
TAIWAN	HARDEE'S (IN CHINESE CHARACTERS)	74-44718	10/28/85	321268	04/16/96	04/15/06	20	ICE CREAM, AERATED WATERS, FRUIT JUICES, DISTILLED WATER AND BEVERAGES NOT OTHERWISE CLASSIFIED	REGISTERED
TAIWAN	HARDEE'S (WITH CHINESE CHARACTERS)	74-44719	10/28/85	321340	04/16/96	04/15/06	21	TEA, COFFEE, COCOA AND ADMIXTURES THEREOF	REGISTERED
TAIWAN	HARDEE'S (WITH CHINESE CHARACTERS)	74-44722	10/28/85	321402	04/16/96	04/15/06	27	DRIED, FRESH, SALTED, PRESERVED OR FROZEN MARINE PRODUCTS OR MEATS, AND SUCH ITEMS PACKED IN CANS AND IMITATIONS THEREOF	REGISTERED
TAIWAN	HARDEE'S (WITH CHINESE CHARACTERS)	74-44721	10/28/85	319309	04/01/96	03/31/06	26	HAMBURGERS, PRESERVED FRUITS, CANDIES, BISCUITS, COOKIES, BREAD, PASTRIES	REGISTERED
TANGIER	HARDEE'S	5257	09/10/79	5257	09/10/79	09/10/99	42	RESTAURANT SERVICES AND RESTAURANT FRANCHISING SERVICES	REGISTERED
THAILAND	HARDEE'S	233552	09/28/92	TM1409	04/01/93	09/28/02	30	SANDWICHES, BISCUITS, CAKES, PASTRY, ICES, SALT, MUSTARD, PEPPER, VINEGAR, SAUCES, (EXCEPT SALAD DRESSINGS), SPICES, COFFEE AND TEA	REGISTERED
THAILAND	HARDEE'S	233553	09/28/92	TM1410	04/01/93	09/28/02	32	FRUIT JUICES, CARBONATED SOFT DRINKS	REGISTERED
THAILAND	HARDEE'S	233551	09/28/92	TM4336	09/28/92	09/27/02	29	MEAT, FISH, POULTRY AND GAME; PREPARED FRUITS AND VEGETABLES; JELLIES, JAMS, EGGS, MILK AND MILK SHAKES, EDIBLE OILS AND FATS; MILK BASE BEVERAGES	REGISTERED
TRINIDAD	HARDEE'S			B11082	01/04/93	01/04/07	42	SUBSTANCES USED AS FOOD, OR AS INGREDIENTS IN FOOD	REGISTERED
TUNISIA	HARDEE'S		06/15/95	EE950852	06/15/95	06/15/10	42	RESTAURANT SERVICES AND RESTAURANT FRANCHISING SERVICES	REGISTERED
UNITED ARAB EMIRATES	HARDEE'S	2545	10/05/93	9814	04/07/97	10/05/03	29	MEAT, FISH, POULTRY AND GAME, MEAT EXTRACTS, PRESERVED, DRIED AND COOKED FRUITS AND VEGETABLES, JELLIES, JAMS, EGGS, MILK AND MILK PRODUCTS, EDIBLE OILS AND FATS, SALAD DRESSINGS, PRESERVES.	REGISTERED
UNITED ARAB EMIRATES	HARDEE'S	2456	10/05/93	9815	04/06/97	10/05/03	30	COFFEE, TEA, COCOA, SUGAR, RICE, TAPIOCA, SAGO, ARTIFICIAL COFFEE, FLOUR AND PREPARATIONS MADE FROM CEREALS, BREAD, PASTRY AND CONFECTIONERY, ICES, HONEY, TREACLE, YEAST, BAKING-POWDER, SALT, MUSTARD, VINEGAR, SAUCES (EXCEPT SALAD DRESSINGS), SPICES	REGISTERED

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Country	Mark Name	Application Number	App. Date	Reg. Number	Reg. Date	Renewal Date	Class #	Goods	Remarks
UNITED ARAB EMIRATES	HARDEE'S	2547	10/05/93	9816	04/06/97	10/05/03	41	RESTAURANT SERVICES AND RESTAURANT FRANCHISING SERVICES (INT CLASS 42)	REGISTERED
UNITED KINGDOM	HARDEE'S			B1107318	01/08/86	01/08/00	30	SCHEDULE IV SEASONINGS (OTHER THAN ESSENTIAL OILS), CONDIMENTS, SUGAR, BEVERAGES, PREPARED MEALS AND SNACKS	REGISTERED
UNITED KINGDOM	HARDEE'S			B1107317	01/08/86	01/08/00	29	SCHEDULE IV BEVERAGES, PREPARED MEALS AND SNACKS	REGISTERED
UNITED KINGDOM	HARDEE'S			B1114870	05/24/86	05/24/00	32	NON-ALCOHOLIC DRINKS INCLUDED IN CLASS 32, AND FRUIT JUICES FOR USE AS BEVERAGES	REGISTERED
VENEZUELA	HARDEE'S	4351/78	01/12/78	15.919-D	04/01/81	04/01/96	50	RESTAURANT SERVICES IN GENERAL, BARS, SODA FOUNTAINS, AND ALL SERVICES RELATING THERETO	RENEWAL DISPATCHED
YEMEN DEMOCRATIC REPUBLIC	HARDEE'S		01/08/96	4463	01/08/96		30	SEASONINGS (OTHER THAN ESSENTIAL OILS), CONDIMENTS, SUGAR, BEVERAGES, PREPARED MEALS AND SNACKS, ALL INCLUDED IN CLASS 30	REGISTERED
YEMEN DEMOCRATIC REPUBLIC	HARDEE'S		01/08/96	4465	01/08/96		29	BEVERAGES, PREPARED MEALS AND SNACKS, ALL INCLUDED IN CLASS 29	REGISTERED
YEMEN DEMOCRATIC REPUBLIC	HARDEE'S		05/24/96	4466	05/24/96		32	NON-ALCOHOLIC DRINKS INCLUDING IN CLASS 32, AND FRUIT JUICES FOR USE AS BEVERAGES	REGISTERED

INTELLECTUAL PROPERTY

(HED, Inc.)

Item A: Copyright Registrations and Applications

None.

Item B. Copyright Licenses

None.

Item C: Patents and Applications

None.

Item D: Patent Licenses

None.

Item E: Trademark Registrations and Applications

None.

Item F: Trademark Licenses

None.

Item G: Trade Secret Licenses

None.

INTELLECTUAL PROPERTY

(HFS Georgia, Inc.)

Item A: Copyright Registrations and Applications

None.

Item B. Copyright Licenses

None.

Item C: Patents and Applications

None.

Item D: Patent Licenses

None.

Item E: Trademark Registrations and Applications

None.

Item F: Trademark Licenses

None.

Item G: Trade Secret Licenses

None.

INTELLECTUAL PROPERTY

(Flagstar Enterprises, Inc.)

Item A: Copyright Registrations and Applications

None.

Item B. Copyright Licenses

None.

Item C: Patents and Applications

None.

Item D: Patent Licenses

None.

Item E: Trademark Registrations and Applications

None.

Item F: Trademark Licenses

None.

Item G: Trade Secret Licenses

None.

INTELLECTUAL PROPERTY

(Spardee's Realty, Inc.)

Item A: Copyright Registrations and Applications

None.

Item B: Copyright Licenses

None.

Item C: Patents and Applications

None.

Item D: Patent Licenses

None.

Item E: Trademark Registrations and Applications

None.

Item F: Trademark Licenses

None.

Item G: Trade Secret Licenses

None.

INTELLECTUAL PROPERTY

(Carl's Jr. Region VIII, Inc.)

Item A: Copyright Registrations and Applications

None.

Item B. Copyright Licenses

None.

Item C: Patents and Applications

None.

Item D: Patent Licenses

None.

Item E: Trademark Registrations and Applications

None.

Item F: Trademark Licenses

None.

Item G: Trade Secret Licenses

None.